

to sell, assign, mortgage, encumber and convey the same, and that the same are free from all encumbrances and liens whatsoever, except those liens, encumbrances or defects in title which are recorded prior to this mortgage in the Office of the Register of Mesne Conveyances or Clerk of Court, as the case may be, of the County in which the "Premises" are situate.

This instrument is made and intended to secure the payment of the indebtedness of the makers of the note to Mortgagee evidenced by said Note in accordance with the terms thereof, said Note being due on demand from and after ten (10) days from the date hereof, together with any and all indebtedness now owing, or which may hereafter be owing by the makers of the Note, <sup>to Mortgagee</sup> ~~and any future advances made by Mortgagee to or~~ <sup>however incurred</sup>

*JAR*  
*AM* on behalf of the Mortgagor, ~~to Mortgagee however incurred~~ and all renewal or renewals and extension or extensions of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"); provided, however, in no event shall the Secured Indebtedness exceed \$2,000,000.00 plus any amounts advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments and insurance.

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. The Mortgagor will pay all taxes, assessments and water and sewer rents upon the Premises and personal property covered by this Mortgage not less than thirty (30) days prior to the date the same become delinquent. If not so paid by the Mortgagor, such taxes, assessments and rents may be paid by the Mortgagee and any amount so paid shall be due and payable on demand with interest at the rate then payable on the Note secured by this Mortgage and shall be secured by this Mortgage.

2. The Mortgagor will keep the buildings and improvements now or hereafter erected on the Mortgaged Premises and all fixtures and articles of personal property covered by this Mortgage insured against loss and damage by fire and by such other hazards as the Mortgagee may require, in amounts, with insurers and under forms of policies (including standard mortgagee clause, unless otherwise required) satisfactory to the Mortgagee; will deliver all such policies and,

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