

TO HAVE AND TO HOLD all and singular the Property unto the said Mortgagee, and its successors and assigns, forever.

MORTGAGOR covenants that Mortgagee is lawfully seized of the Property in fee simple absolute, that Mortgagee has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagee further covenants to warrant and forever defend all the singular the Property unto the said Mortgagee, its successors and assigns from the against Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagee and Mortgagee, that if Mortgagee pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagee shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. **Assignment of Rents and Profits.** As further security for all sums secured by the Mortgage, Mortgagee assigns to Mortgagee all rents and profits arising from the Property; provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagee shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagee without accounting to Mortgagee therefor. Mortgagee shall not, without the prior written consent of Mortgagee, further assign the rents from the property, nor enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender, subordinate, accelerate the payment or rent, or change the terms of any renewal option of any lease now or hereafter covering the Property or any part thereof. Mortgagee will comply with and observe its obligations as landlord under all leases affecting the Property or any part thereof.

2. **Maintenance.** Mortgagee will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagee will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagee will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. **Insurance.** Mortgagee will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be on a replacement cost basis and will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagee hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagee upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by the Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagee upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagee shall be deemed a payment against any sums secured by this Mortgage. Mortgagee will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagee will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagee will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagee fails to insure the Property as herein required, Mortgagee may so insure the Property in the name of Mortgagee or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagee. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagee in and to any policy of insurance upon the Property which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagee hereby appoints Mortgagee as the attorney in fact of Mortgagee to assign all right, title and interest of Mortgagee in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. **Taxes and Assessments.** Mortgagee will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same become delinquent; provided, however, that Mortgagee shall be entitled by appropriate proceedings to contest the amount of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagee deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

5. **Expenditures by Mortgagee.** If Mortgagee fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the rate payable from time to time on outstanding principal under the Note. Payments made for taxes by Mortgagee shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgagee shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. **Condemnation.** Mortgagee shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagee hereby assigns to Mortgagee the right to collect and receive any payment or award to which Mortgagee would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagee upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of an indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagee shall be deemed a payment against any sums secured by the Mortgage.

7. **Transfer.** If Mortgagee should sell, convey, transfer, lease or further encumber any interest in or any part of the Property, without the prior written consent of Mortgagee, or should a creditor, receiver, or trustee in bankruptcy obtain a lien against or an interest in the Property, or should any person obtain an interest in the Property in any manner other than through the death of Mortgagee, the indebtedness secured by this Mortgage shall become immediately due and payable without notice at the option of Mortgagee, and this Mortgage may be foreclosed.

8. **Default.** The occurrence of any of the following events shall be deemed a Default under this Mortgage:

- failure of Mortgagee to pay any installment of principal or interest upon the Note or Notes hereby secured when due;
- failure of Mortgagee to pay any other sum secured by this Mortgage when due;
- failure of Mortgagee to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagee and Mortgagee with respect to the indebtedness hereby secured;

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