- 2. To promptly perform and discharge all covenants and obligations to be performed by Mortgagor as set forth in that certain Contract between the Mortgagor and Mortgagee dated July 31, 1984, the terms and provisions of which are incorporated herein by reference thereto which shall not merge and become a part hereof but shall survive as a separate contractual agreement between them.
- 3. Before they become delinquent, the Mortgagor will pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said premises, including all taxes assessed in the State in which the mortgaged premises are situated against the Mortgagee or its assigns on this instrument or the sum hereby secured or evidenced by said Note, provided the amount of such latter taxes with the interest in the sum hereby secured does not exceed the maximum permitted by law, but if it does, the excess is to be paid by the Mortgagee, and will immediately deliver to the Mortgagee, its successors or assigns, at its office, receipts of the proper officers therefor, and if not paid the Mortgagee may pay such taxes, assessments and charges (of which payment, amount and validity thereof the receipt of the proper officer shall be conclusive evidence) and any amount so paid shall be due and payable immediately or on demand at the option of the Mortgagee with interest at eight (8%) percent per annum and shall be secured by this instrument.
- 4. The Mortgagor will keep the buildings on said premises insured against loss by fire with the policy or policies of insurance to provide for extended coverage in companies and amounts satisfactory to and with a Mortgagee clause making payment for loss under all policies of insurance covering the premises payable to the Mortgagee and deliver the policies marked "Paid" to the Mortgagee and renewals thereof at least seven days before the expiration of the old policies. In default thereof, the Mortgagee may effect such insurance and the amount so paid shall be due and payable immediately or on demand at the option of the Mortgagee, with interest at eight (8%) percent per annum and shall be secured by this instrument. At the option of the Mortgagee, the proceeds of loss under any policy whether endorsed payable to the Mortgagee or not, may be applied in payment of the principal, interest or any other sum secured by this instrument whether due or not; or to the restoration or replacement of any building on said premises without in any way affecting the lien of this instrument or the obligation of the Mortgagor or any other person for payment or the indebtedness hereby secured, whether such Mortgagor be the then owner of said premises or not.
- 5. Such expenses and fees as may be incurred in the protection of said premises and the maintenance of the lien of this instrument, including the fees of any attorney employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument. And it is further agreed that in case the debt secured by this Mortgage or any part thereof is collected by suit or action, or this Mortgage be foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure the said Mortgagor shall be chargeable with all costs of collection including a reasonable attorney's fee of not less than fifteen (15%) percent of the principal and interest on the amount involved which shall be due and payable at once, which charges and fees together with all costs and expenses, are hereby secured and may be recovered in any suit or action hereupon or hereunder.
- 6. The Mortgagor will not assign the rent or any part of the rent of said premises nor demolish or remove any building without the written consent of the Mortgagee, except that Mortgagee shall consent to demolishing or removing any building that is to be renovated or replaced by Mortgagor.
- 7. In the event of default in the payment of the indebtedness hereby secured or any part thereof or in any of the covenants or conditions of this Mortgage at the option of the Mortgagee without notice, notice of the exercise of such option hereby expressly vaived, the entire indebtedness secured by this instrument shall immediately become due, payable and collectible and the Mortgagee shall have power to sell said premises according to law and this Mortgage may be foreclosed.
- 8. That no portion of the said premises shall be used for any unlawful purpose.