

**USEFUL COVENANTS. REMOVAL AND REPAIR OF OBSTRUCTIONS.**

**1. PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall pay principal and interest on the amounts secured by this Mortgage, including all amounts advanced by Lender to Borrower in connection with the business evidenced by the Note, prepayment and late charges upon and after the Note, and all amounts advanced by Lender to Borrower in connection with any Future Advances secured by this Mortgage.

**2. FEES FOR TAXES AND INSURANCE.** Subject to paragraph 18 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note and the Note, and on each anniversary of the date of this Mortgage, all taxes and assessments levied on the Property, if any, plus any liability for taxes, premiums, insurance, maintenance, or other expenses, including maximum amounts for mortgage insurance, if any, as well as any interest thereon, accrued from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an account in the name of the Lender, and interest on such account shall be credited to the Lender as an agency, including Lender as a creditor, and Lender shall deposit funds received from Borrower for taxes, assessments, insurance premiums and ground rents, if any, in such account, which shall bear interest at the rate of 6% per annum, and Lender may charge the same, or any part thereof, against the funds in the account, and Lender may require payment of such amounts and bill, unless Lender pays them in advance to the Fund, and apply the same against Lender's right to make such a charge. Borrower and Lender may agree in writing that the amount of taxes, if any, on the Property shall be paid to Borrower, and unless such agreement is made or implied, Borrower shall pay to Lender the amount necessary to pay Borrower no interest or earnings on the Funds. Lender shall have the right to charge any amount in the Funds showing credits and debits to the Funds and the property of and which belong to the Funds, normally. The Funds so placed as additional security for the sums secured by this Mortgage.

If the amount in the Funds held by Lender together with the funds monthly installments of principal payable prior to the due dates of taxes, assessments, insurance premiums and ground rents shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, the excess shall bear interest at 6% per annum, and Lender may apply the same against the funds in the account, which shall bear interest at the rate of 6% per annum, and Lender may require payment of such amounts and bill, unless Lender pays them in advance to the Fund. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents, the excess due Borrower shall pay to Lender the amount necessary to make up the deficiency within 10 days of the notice so mailed by Lender to Borrower to give time to pay thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sum secured by this Mortgage.

**3. AMORTIZATION OF PAYMENTS.** Unless applicable law provides otherwise, if payment received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note and finally to interest and principal on any Future Advances.

**4. CREDITS. LIENS.** Borrower shall pay all taxes, assessments and other charges, fine and impositions attributable to the Property which may become a lien on the Property, and Lender shall pay same in kind and form of cash in the manner provided under paragraph 2 hereof, and the payment made in such manner, by Lender, shall be deemed to be payment when due, directly to the person thereof. Borrower shall promptly furnish to Lender all Notes, instruments, documents, or other papers, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender the same evidencing such payment. Borrower shall promptly discharge any liens which may become a lien on the Property, provided that Borrower shall not be required to discharge any such liens so long as Borrower shall agree in writing to the payment of the obligations accrued by such liens in a manner acceptable to Lender, so shall in good faith release such liens by a valid and sufficient legal proceeding which proves to prevent the enforcement of the liens or of the title to the Property or any part thereof.

**5. HAZARD INSURANCE.** Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the term "hazardous" coverage, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sum secured by this Mortgage.

The insurance carrier providing the insurance shall be selected by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard insurance clause on form of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make payment of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is reasonably feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not reasonably feasible and the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, and if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or charge the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. PRESERVATION AND MAINTENANCE OF PROPERTY; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a household. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the order were a part hereof.

**7. PROTECTION OF LENDER'S SECURITY.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or foreclosure, then Lender, at Lender's option, upon notice to Borrower, may make such appearance, defense such suits and take such actions as is necessary to protect Lender's interest, including, but not limited to, enforcement of recoverable attorney's fees and entry upon the Property to make repairs. If Lender required to insure insurance as a condition of making the Loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates.

EXHIBIT B

4328 RV.22