

9. That the Mortgagor will comply with all the terms and conditions contained in that certain Construction Loan Agreement between the Mortgagor and the Mortgagee, dated \_\_\_\_\_, 1978.

10. That, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any lien or claim of the Mortgagors' creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

11. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

12. That the Mortgagor will not, without first obtaining the written consent of the Mortgagee, mortgage or encumber the mortgaged premises or assign or attempt to assign the rents or any part thereof from the said premises.

13. That, at the option of the Mortgagee, the indebtedness secured by this mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the title shall become vested in any other person or entity in any manner whatsoever other than by death of the Mortgagor or by and through a corporate reorganization or merger. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this mortgage and/or the note secured hereby.

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