

option, and without obligation to do so, to procure such insurance and pay the premiums therefor; to pay such unpaid water rents, sewer service charges, and other governmental or municipal charges and rates, and all or any part of the unpaid taxes, assessments, and reassessments, if in Mortgagee's judgment the same are just or valid (Mortgagor shall have the right to contest such taxes and/or assessments upon providing sufficient security to Mortgagee to assure payment of such contested taxes and/or assessments); to pay the cost of such appraisals, reappraisals, and extensions of title; to enter or have Mortgagee's agents enter upon said premises whenever necessary for the purpose of inspecting the premises or making such repairs as Mortgagee deems necessary to preserve the mortgaged premises, without thereby becoming liable as a trespasser or mortgagee in possession, and to pay for such repairs. Mortgagor agrees that the Mortgagee shall thereupon have a claim against the Mortgagor for all sums paid by Mortgagee for such insurance, water rents, sewer service charges, and other governmental or municipal charges and rates, taxes, assessments, and reassessments, appraisals, reappraisals, extensions of title, and repairs, together with a lien upon the premises described in this mortgage for the sums so paid, plus interest at the same rate as provided for in the promissory note secured hereby.

And Mortgagor further agrees that if, because of any default hereunder, or because of the filing or contemplated filing of any legal proceedings affecting the property described herein, Mortgagee deems it necessary to obtain an additional evidence of title, said Mortgagee may procure the same, pay the cost thereof, and shall have an immediate claim against the Mortgagor therefor, together with a lien upon the premises herein described for the amount so paid, with interest at the same rate as provided for in the promissory note secured hereby; and Mortgagee may cause the premises hereinabove described to be sold in any such legal proceedings, whether commenced by the Mortgagee or any other party, in one parcel or in separate parcels of such dimensions as the Mortgagee may determine; and that a sale of any part of the said premises shall not invalidate the lien of this mortgage on the premises remaining unsold.

And Mortgagor further agrees not to commit waste upon said premises, or suffer waste to be committed thereon; and in the event of the commission of such waste, agrees that the Mortgagee shall be entitled to immediately restrain such actions by injunction or other appropriate proceeding.

And Mortgagor also agrees not to sell, dispose of, or further encumber the legal or equitable title to said premises or any part thereof without first obtaining the written consent of Mortgagee; and that Mortgagee shall be subrogated to the rights and seniority of any prior lien paid or released by reason of the application thereon of any of the proceeds hereof.

And Mortgagor further agrees that the assumption of liability for the payment of the indebtedness hereby secured, by any subsequent owner or owners of the premises above described, shall not release the Mortgagor from liability for the payment of the said note or any sums advanced under and secured by this mortgage; and that the release of any assumer from such liability, or any forbearance or indulgence of the Mortgagee, or extensions of time for the payment of all or any part of the indebtedness secured hereby, or the release of a part of the premises described herein from the lien of this mortgage, after application of the sum paid therefor upon the said indebtedness, shall not in any manner diminish or reduce the liability of the Mortgagor for the payment of the indebtedness now or hereafter secured hereby; and that any payments made upon the said indebtedness shall be deemed to have been made on behalf and for the benefit of all parties obligated to pay the same.

And Mortgagor further authorizes and empowers Mortgagee, at Mortgagee's option, to adjust and compromise any loss covered by the aforementioned insurance policies upon the mortgaged premises, to collect and receive the proceeds, endorse checks and drafts issued therefor, and to apply such proceeds in such manner as it sees fit upon the then remaining unpaid balance of the indebtedness now or hereafter secured hereby, whether then due or thereafter becoming due, or release and permit the use of the same for the purpose of rebuilding or repairing the damaged premises.

And Mortgagor further authorizes and empowers Mortgagee to collect and receive any and all damages paid and awards heretofore or hereafter made as the result of the appropriation of all or part of the above-described premises, and to apply the net proceeds therefrom as a credit upon any part of the mortgage indebtedness whether then due or thereafter becoming due.