

assigns forever; subject, however, to the terms and conditions herein; provided, however, that if Borrower shall pay or promptly cause to be paid to Lender the principal and interest payable under the Revolving Credit Note, the Term Note, or other indebtedness secured hereby, at the times and in the manner stipulated herein and in all other instruments securing any such indebtedness, all without any deduction or credit for taxes or other similar charges paid by Lender, it shall keep, perform and observe all the covenants and promises in the Revolving Credit Note, the Term Note, or other indebtedness secured hereby, and any renewal, extension and/or modification thereof and in this Mortgage and in all other instruments securing the Note to be kept, performed or observed by Borrower, then this Mortgage and all the properties, interests and rights hereby granted, conveyed and assigned shall cease and be void but shall otherwise remain in full force and effect.

AND Borrower does hereby bind itself and its successors and assigns, to procure or execute any further necessary assurances of title to the said Property, the title to which is unencumbered, and also to warrant and forever defend all and singular the said Premises unto the said Lender, its successors and assigns, from and against it and its successors and assigns and all persons lawfully claiming, or to claim the same or any part thereof.

Borrower and Lender covenant and agree as follows:

1. Promise by Borrower. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Revolving Credit Note, the Term Note, or any other note evidencing indebtedness secured hereby, and the principal of and interest on any future advances secured by this Mortgage. Borrower shall perform, observe and comply with all other provisions of this Mortgage, and of every other instrument securing the Note. The Borrower shall perform, observe and comply with all the provisions of the Loan Agreement.

2. Charges and Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may or could attain a priority over this Mortgage, making payments, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph. Borrower shall furnish to Lender receipts evidencing such payments within thirty (30) days of the due dates of such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, however, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree, in writing, to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall, after posting sufficient surety bond, in good faith contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by

0 5 3 7

4328 RV.2