

TO HAVE AND TO HOLD all and singular the Property unto Mortgagor and the successors and executors of Mortgagor forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void, otherwise said estate shall remain in full force and effect.

IT IS AGREED that Mortgagor shall be entitled to hold and enjoy the Property until a Default as herein defined has occurred.

MOBTGAGOB further covenants and agrees with **Mortgagor** as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property, provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.

3. Insurance. Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or may be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or may be released to Mortgagor upon such conditions as Mortgagee may determine or may be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal agreement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property, as herein required, Mortgagee may, after giving ten (10) days written notice to Mortgagor, so insure the Property, in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon forced sale of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance covering the Property, which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property, at forced sale, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment shall be irrevocable.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property, which is subject to the lien of this Mortgage and will, before Mortgagor's proof of payment of the same, not less than ten (10) days prior to the date the same becomes delinquent, etc., file, however, that Mortgagor may file at any time, a notice of such tax, assessment or charge with the County Clerk of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor has, in writing, submitted to the court the amount of such tax, assessment or charge is payable or will be Mortgagor's responsibility for payment of the same, together with interest and penalties, should the same be unpaid, and shall be so paid.

5. Expenditures by Mortgagee. If Mortgagor fails to make such payment or repair of the Property for insurance premiums or for taxes, maintenance, or other charges, and due to the Mortgage, Mortgagee may, but shall not be required to, pay, furnish, make, and maintain the same. When so done, it is Mortgage and have the same rate and priority as the principal indebtedness, and interest thereon from the date of payment at the legal rate. Payments made by Mortgagee shall affect the amount of principal and interest of the debts so paid with interest from the date of payment, except as otherwise provided in the Mortgage. Mortgagee may also draw on Mortgagee's account on demand and sue for the same, and for all expenses of collection.

7. Transfer. At the option of the Mortgagor, the Mortgagor may transfer the Mortgaged Property to another person by payment without the written consent of the Mortgagor. Mortgagor shall pay all taxes, insurance premiums and other expenses of the Mortgaged Property during the period of such transfer. The transferee of the Mortgaged Property shall be bound by the terms and conditions of this Agreement and shall be liable for the payment of all amounts due under this Agreement. The transferee shall be liable for the payment of all amounts due under this Agreement.

8. Default. The Default value of the first available column header is the first member of the current MemberList, or the first member of the current MemberList if the current MemberList is empty. The Default value is used when

³⁵ See, for example, the discussion of the concept of "cultural capital" in Bourdieu, *Distinction*.

the use of Management by Objectives, which is a technique of management involving the setting of specific goals and the measurement of performance against those goals.

3 1. The first step in the process of creating a new product is to identify a market need or opportunity. This involves conducting market research to understand consumer needs, preferences, and behaviors. It also requires analyzing existing products in the market to identify gaps or areas where new products can be developed.