

any money for loss or damage, such amount may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of such portion of the Secured Indebtedness as Mortgagee may in its sole discretion elect, or be paid over, wholly or in part, to Mortgagor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

(b) Not less than ten (10) days prior to the expiration date of each policy of insurance required of Mortgagor to be purchased and maintained pursuant to this Article, and of each policy of insurance held as additional collateral to secure the Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

(c) In the event of a foreclosure of this deed, the purchaser of the Premises shall succeed to all the rights of Mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to all property conveyed and to be conveyed by this deed, pursuant to the provisions of this Article.

4. CARE OF PREMISES. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace any part of the Premises, now or hereafter encumbered by this deed, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, Equipment, or other property, now or hereafter conveyed as security by or pursuant to this deed, shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall complete, within a reasonable time, and pay for all buildings, structures or other improvements at any time in the process of construction on the property herein

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