

company concerned is hereby authorized and directed to make payment of such loss directly to the Lender instead of to the Grantor and the Lender jointly. The proceeds of any insurance, or any part thereof, may be applied by the Lender, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. The Lender may, at its option, pay any such insurance premiums, taxes, assessments, levies, or charges against the premises of which payment, amount and validity thereof the official receipt shall be conclusive evidence, and any amounts so expended shall immediately become debts due by the Grantor, shall bear interest at the rate per annum of two percent (2%) in excess of the rate specified in the Term Note secured hereby and their payment shall be secured by this deed of trust, mortgage or deed to secure debt;

4. keep the premises herein conveyed in as good order, repair, and condition as they are now, reasonable wear and tear excepted;

5. not commit or permit any waste; and the Lender shall have the right to inspect the premises at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents; and

6. furnish to the Lender within one hundred twenty (120) days of the end of each fiscal year audited financial statements of the Grantor.

The Grantor has entered into a term Loan Agreement (the 'Loan Agreement') and a Financing Agreement (the 'Financing Agreement') with the Lender relating to the indebtedness herein referred to, and the Loan Agreement and the Financing Agreement are incorporated herein by reference with the same effect as if written herein, and failure by the Grantor to comply with any of the terms and provisions of either of the Loan Agreement or the Financing Agreement shall constitute a default by the Grantor hereunder, failure by the Grantor to comply with any of the terms and provisions hereunder

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