

evidenced by the Note, and all attorneys' fees, court costs, and expenses of whatever kind incident to the collection of said indebtedness and/or the enforcement and/or protection of the lien of this conveyance including but not limited to any and all advances made by Beneficiary to protect or preserve the Premises of the lien created hereby on the Premises, or for taxes or insurance premiums as hereinafter provided, or for any additional amounts which Borrower is required to pay hereunder, or which may be advanced by Lender hereunder. (All collectively sometimes hereinafter referred to as the "Secured Indebtedness").

In addition to the indebtedness specifically mentioned above (i.e., all of the indebtedness secured hereby), and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover other future and additional borrowing in excess thereof as may be made to the Borrower by the Lender, and other amounts provided hereunder or under the Note.

If Borrower shall pay the Secured Indebtedness when due, and there be no Event of Default as defined hereunder, then this Mortgage shall be of no further force or effect and shall be cancelled of record at the request and at the cost of the Borrower.

In order to more fully protect the security of this instrument, Borrower hereby covenants and agrees as follows:

ARTICLE I

1.01. PAYMENT OF INDEBTEDNESS. Borrower will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

1.02. TAXES, LIENS AND OTHER CHARGES.

(a) Borrower will pay, before the same becomes delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Premises and all utility charges, whether public or private; and upon demand will furnish Lender receipted bills evidencing such payment.

(b) Borrower will not suffer any mechanic's, materialman's, laborer's, statutory or other lien to be created or to remain outstanding upon any part of the Premises.

(c) Notwithstanding the foregoing, Borrower shall not be required to pay or discharge any such tax, lien, assessment, or other charge so long as Borrower is diligently contesting the validity or amount thereof in good faith and by appropriate proceedings which effectively stay the enforcement of any lien and the attachment of any penalty. Upon request by Lender, Borrower will furnish Lender a bond or other security for the payment of such tax, lien, assessment or charge which is the subject of such proceedings.