- 2. Mortgagor will keep the buildings and improvements on said premises in good repair, and no structural portion of/or any building on the premises shall be removed or demolished without the consent of Mortgagee, and no act shall be committed or suffered which may impair the value of said property. Mortgagee may make reasonable entries upon and inspections of the premises.
- 3. Mortgagor will keep the buildings and improvements now or hereafter erected on the premises insured against loss and damage by fire with extended coverage and will maintain public liability insurance, all in amounts, with insurers and under forms of policies (including standard mortgagee clause unless otherwise required) reasonably satisfactory to the holder of the Note, will deliver all such policies and, at least 15 days prior to their expiration dates, all renewals thereof to the holder of the Note; and will pay all premiums thereon. Such standard mortgage clause shall make loss payable to the Mortgagee, as its interests may appear, without contributions, and shall provide that the insurance company may not cancel or amend coverage without first giving at least ten (10) days prior written notice to Mortgagee. Provided Mortgagor is not in default hereunder, and no Event of Default under the Loan Agreement exists, the proceeds of such insurance shall at the option of Mortgagor be released to the Mortgagor, with such restrictions as the holder of the Indebtedness may reasonably impose, to be applied to the restoration of the improvements on the premises. Upon any default hereunder, or upon the occurrence of an Event of Default under the Loan Agreement, all of the Mortgagor's right, title and interest in and to all such policies are hereby assigned to the holder of the Note, including unearned premiums on such policies.
 - 4. Mortgagor will keep the premises free from liens which may have priority over the lien of this Mortgage, except liens for taxes not yet due. Mortgagor will pay all taxes and assessments levied against or which constitute liens on the premises prior to delinquent date, but Mortgagor may contest the levy of any such tax or assessment provided that it makes whatever provision of the protection of the premises, including the payment of such tax or assessment, that the Mortgagee may request prior to the delinquent date thereof.
 - 5. Mortgagor will make no assignment of rents or leases relating to the premises which are superior to this Mortgage, the assignment herein contained, and an assignment of leases, if any, given a additional security.
 - 6. In the event that any proceedings to take the premises or any part thereof by exercise of the power of eminent domain are undertaken or threatened, Mortgagor shall give the Mortgagee prompt notice thereof. Any award made to Mortgagor shall be paid to the Mortgagee and at Mortgagor's election, provided that Mortgagor is not in default hereunder, shall be used to repair and restore the premises.
 - 7. Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses, and reasonable agent's or attorney's fees, which it may expend or become obligated to paying any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this Mortgage or its priority; in connection with any suit to enforce or foreclose this Mortgage; or to recover any sums hereby secured, together with interest on all such sums at the rate then applicable to the Indebtedness until paid, and for payment of such sums and interest, this Mortgage shall stand as security in like manner and effect as for the payment of the said Indebtedness.