

any taking by eminent domain by any public or quasi-public authority; that the Mortgagor will complete without interruption any structure at any time in the process of construction on the premises and will pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the premises or any part thereof, and will not permit any lien or encumbrance of any kind which may be or become superior to this Mortgage to accrue or remain on the premises or any part thereof; in the event of default hereunder the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary or complete the construction work and charge the expenses for such repairs or for the completion of construction to the Mortgage debt.

7. That the Mortgagor, at the option of the Mortgagee, will pay to the Mortgagee all moneys received as compensation for the taking of the premises as set forth in paragraph 5.6 of the Loan Agreement.

8. That the Mortgagor will comply with all the terms and conditions contained in that certain Loan and Security Agreement between the Borrowers and Mortgagee, dated as of April 29, 1983.

9. That, together with, and in addition to, the payments of principal and interest payable under the terms of the Note secured hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any lien or claim of the Mortgagor's creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

10. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of