

6-11-1971 age 577

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Such a history as the present one is not to be expected in the case of the older species, which have been long exposed to the action of the elements, and have probably undergone many changes in their form and structure.

TO DATE AND TO FUTURE), and singularly set forth in the Schedule of Liens and Encumbrances attached hereto, and by which the Mortgagor is bound, and the Mortgagor is hereby, fully and warrantably released from all the covenants and agreements made and every, particular and severally, and every other obligation contained in the Deed of Trust, or in any instrument or documents executed or the premises herein described, in so far as they relate to the said Land, and in so far as they relate to the said Land, and for so long as the same shall remain unexecuted.

If at any part of the Project, or an interest therein is sold off-shore, it shall not affect the rights of the Lender under this Note, provided that the Lender may require the transferor to pay to the Lender, within ten days of the date of transfer, the sum of \$10,000 plus the amount of all expenses incurred by the Lender in connection with the transfer, including attorney's fees and costs. If the Lender transfers his interest in the Project to another person, the Lender shall remain liable for the payment of all amounts due under this Note, and the transferee shall be bound by the terms of this Note.

Please excuse us if we have made any mistakes. If you have any questions or comments, please feel free to contact us.

This page contains a legend of symbols used throughout the document to denote different types of information and charges to the Page 13

Figure 10 shows the results of the model for the case of a single point source at the center of the domain.

and other classes generally covered by insurance companies, to the extent of the deductibles and deficit, at 10%, any premiums in a company or companies approved by the Association to pay the premium thereon and to assign the policy or policies of insurance to the Association. In the event the holder of such mortgage transfers title to the mortgaged property, or extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in such instrument of title or in force shall pass to the purchaser or grantee. The Mortgagor shall agree to execute and deliver to the Association such other insurance than, as may, be required by the Association for protection of the debt secured hereby and to comply with all terms of the Mortgage; agrees to furnish a copy of payment of the aforesaid premiums and expenses to the Association upon demand of the Association, and to pay to the Association, immediately due and payable on demand, all sums which shall accrue interest from the date of demand at the rate provided in the note secured hereby and that such sums and interest shall be secured by this mortgage.

The Mortgagor also covenants to promptly, pay all taxes, assessments and other governmental charges imposed upon said property when same become due and shall furnish the Assignee with written proof of payment upon request. In the event the Mortgagor shall fail to pay such items before they become past due the Assignee may, at its option, demand sums secured hereby, immediately due and payable or pay same with any interest and penalties as may be due, at the rate of interest from the date of pay, tenth after the rate provided for in the instrument creating security, at 10% above and interest paid, and he shall be liable for the same.

3. It is further agreed that the Mortgagor shall pay all taxes, assessments, or other charges which may be levied or made against the premises or any part thereof, whereas, the value of the premises hereby mortgaged shall be sufficient to be retained as security for said debt, that he shall keep said premises in good repair and the same to be the Association's right to enter upon same and make whatever repairs as it may judge necessary, and cause the same to be in good condition when due, and to have the same released from this mortgage as provided herein in the event of payment of premiums or taxes by the Association. Should the value of the premises herein described be abandoned or become untenantable or uninhabitable in the sole judgment of the Association, then the right of its election to declare the total indebtedness hereby secured immediately due and payable by reason of such abandonment, fire or other casualty, or if greater portion of same is removed from the premises without the written consent of the Association, or that because declare the total indebtedness secured hereby immediately due and payable.

And the Mortgagor does hereby assign and transfer unto the Association, all the rents and profits accruing from the premises hereinabove described as a portion security for the payment of the principal sum hereinabove mentioned, however the right to collect said rents as long as no instrument of payment secured hereby is due to the Association, or any part of the amount of the principal sum more than one (1) month thereafter or at any time any defalcation of the debt secured hereby, whether by reason of non-payment or assessment shall occur, and until the Mortgagor is default in any of the foregoing covenants, the said Association may cause the premises herein described are occupied by whomsoever tenants without other claimings have been given preference to persons and collect said rents and interest and apply the net proceeds after paying the costs of collection of the same, to satisfy the amounts of interest and principal which shall accrue to account for an interval more than one (1) month and if the said rents be insufficient, the Mortgagor does hereby agree that the said Association may deduct the payments necessary to set up credit in respect thereto, and that the Mortgagor does hereby agree that the said Association may apply to the judge of a court of competent jurisdiction for a writ of execution against the said account and that he will be lawfully taken charge of the said property herein described until the same is paid off, and that he will pay the said Association the full amount of the principal and interest accrued on the same.