- 5. That the Mortgagor will pay all taxes, assessments, water rates, sewer rents and other charges and any prior liens now or hereafter assessed on or levied against the premises or any part thereof; and, on demand of the Mortgagee, will produce to the Mortgagee, not later than ten (10) days before the date on which any taxes, assessments, water and sewer rents and other charges bear interest or penalties, receipts for all such taxes, assessments, water and sewer rents and other charges; and in case of default in the payment thereof as herein provided, it shall be lawful for the Mortgagee, without notice or demand to the Mortgagor, to pay the same or any of them; that the moneys paid by the Mortgagee in discharge of taxes, assessments, water rates, sewer rents and other charges and prior liens shall be a lien on the premises added to the amount of said note or obligation and secured by this mortgage, payable on demand with interest at the rate applicable under the note from and after maturity from the time of payment of the same.
- 6. That the Mortgagor will maintain the premises in good condition and repair, will not commit or suffer any waste of the premises, will not remove or permit the removal of any building, improvement or fixture from, or perform or permit any act which would in any way impair the value of the premises, and will comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the premises; that the Mortgagor will promptly repair, restore, replace or rebuild any part of the premises now or hereafter subject to the lien of this mortgage which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain by any public or quasi-public authority; that the Mortgagor 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; that in the event of default hereunder the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt and/or declare the indebtedness secured hereby due and payable.
- 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 or any part thereof by virtue of the right of eminent domain or in any other manner whatsoever and all moneys received as damages for injury sustained by the premises or any part thereof and in any such event, the Mortgagee may, if in its sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.
- 8. That the Mortgagee may, from time to time, require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon such persons as may be designated by the Mortgagees in such sums determined by the Mortgagee, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums, and all sums so advanced by the Mortgagee shall become a part of mortgage debt.
- 9. That the Mortgagor will comply with all the terms and conditions contained in that certain Term Loan Agreement between the Mortgagor and the Mortgagee, dated February 7, 1978.
- 10. That the Mortgagor will comply with all statutes and government regulations and will pay promptly all taxes, assessments, governmental charges, which, if unpaid, might become a lien against the mortgagor's property, except liabilities being contested in good faith and against which, if requested by the Mortgagee, the Mortgagor will set up reserves satisfactory to the Mortgagee.
- 11. 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 the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings shall apply the residue of the rents, issues and profits toward the

payment of the debt secured hereby.

1328 RV-2

00(

。 **"我们是我们的是一个** 

XII.