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- 2) That it will keep all improvements now existing or hereafter erected in good repair, and, should it fail to do so, the Nortgagees may, at their option, enter upon said premises, make whatever repairs are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgage debt.
- 3) That it will pay, when due, all taxes, public assessments, and other governmental or nunicipal charges, fines or other impositions against the mortgaged Premises.
- 4) That it will comply with all governmental and nunicipal laws and regulations affecting the nortgaged Premises.
- 5) That it hereby assigns all rents, issues and profits of the mortgaged Premises from and after any default hereunder, and agrees that, should legal proceedings be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged Premises, with full authority to take possession of the mortgaged Premises, and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event said Premises are occupied by the Fortgagor, and after deducting all charges and expenses attending such proceeding and the execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

If there is a default in any of the terms, conditions or covenants of this Mortgage, or of the Note secured hereby, then, at the option of the Mortgagees, all sums then owing by the Mortgage to the Mortgagees shall become immediately due and payable and this Mortgage may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Mortgage, or should the Mortgagees become a party to any suit involving this Mortgage or the title to the Premises described herein, or should the debt secured hereby or any part thereof be placed in the hands of an attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Mortgagees, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Mortgagees, as a part of the debt secured thereby, and may be recovered and collected hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MORTCAGEES ACREE that all or portions of the Premises shall be released from the lien of this Mortgage in accordance with the following provisions:

- a) In order to obtain release of any portion of the Premises, Mortgagor will pay to Mortgagees a release price at the rate of Thirteen Thousand Five Hundred (\$13,500) per acre. All payments of principal made by Mortgagor to Mortgagees in accordance with the terms of said Purchase Money Note, or by way of prepayments on said Note, shall constitute credits against the release price of any parcel or parcels designated for release by Mortgagor at any time following the raking of such principal payments. All release price payments shall be applied against the outstanding principal balance of the Purchase Money Note, and shall entitle Mortgagor to a dollar-for-dollar reduction in the amount of subsequent annual payments due under the terms of the Purchase Money Note.
- b) Partial releases of the Premises shall be made only in designated parcels, the approximate dimensions of which are shown on a survey attached hereto as Fxhibit B. They must be released according to the numerical sequence designated on Exhibit B. The release of the next parcel in the sequence may be obtained by the delivery to Mortgagees of the appropriate release price (including any credit to which Mortgagor is entitled by reason of previous principal payments). Prior to requesting the release of a specific parcel, Mortgagor shall be responsible for obtaining a survey of the parcel to be released, designating the exact metes and bounds of such parcel, conforming as nearly as possible to the approximate dimensions shown on Exhibit B, and designating the exact acreage of the parcel or parcels to be released.