4. To keep the premises insured against fire and such other hazards as Mortgagee may from time to time require and deliver to Mortgagee policies for such insurance in form and amounts, and written by companies, satisfactory to Mortgagee and first payable in case of loss to Mortgagee, full power being hereby given to Mortgagee to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured or, at its option, toward the repair, reconstruction or restoration of the premises, and in the event of foreclosure to assign each such policy to the transferee of the premises.

5. To deposit, together with and in addition to required installment payments, an amount, as estimated by Mortgagee, which, when added to other such deposits, will be sufficient to pay when due all taxes, assessments and insurance premiums which next become due and to pay such additional amount as may be necessary to make up any deficiency in the funds available to pay the same on or before the date when such taxes, assessments and premiums become due and payable. All such deposits shall be held in trust by Mortgagee without interest and free of any lien or claim of Mortgagors' creditors, to be used by Mortgagee to pay such taxes, assessments and premiums as the same become due and payable. Any excess in such deposits shall be credited on subsequent deposits to be made hereunder.

6. To 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 not to 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.

7. To pay to 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, Mortgagee may elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

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~~8. Mortgagee may exercise all the powers provided to be done by mortgagee under Section 34-1-1 of the Indiana Code of 1971, as amended.~~

9. That the rents, issues and profits of the premises are hereby pledged as additional security for the indebtedness hereby secured and Mortgagee shall have the right, at any time after default in the payment of the indebtedness hereby secured or in the performance of any of the terms, covenants and conditions of this mortgage, without notice and without regard to the adequacy of any security for the indebtedness hereby secured and with or without the appointment of a receiver, to enter upon and take possession of the premises and collect such rents, issues and profits, and apply the same less the cost of operation, maintenance and repair, and reasonable collection, management and attorney fees, in reduction of any indebtedness hereby secured in such order or proportion as Mortgagee may determine.

10. Not to make, or suffer to be made, any lease of the premises or any part thereof, or any modification, extension or cancellation of any existing or future lease, without Mortgagee's prior written consent.

11. To perform Mortgagors' obligations under all such leases.

12. Not to accept any prepayment of rent for more than one (1) month in advance without Mortgagee's prior written consent.

13. Upon Mortgagee's request from time to time, to furnish Mortgagee a statement, in affidavit form and in such reasonable detail as Mortgagee may require, of all leases on the premises and, on demand, to furnish Mortgagee executed counterparts of any and all such leases.

14. To keep Mortgagors' books and records in accordance with generally accepted accounting principles covering the operation of the premises, should the same be income producing, and to deliver to Mortgagee, within ninety (90) days after the close of each of Mortgagors' fiscal years, an annual statement of operations for the premises for the preceding fiscal year, prepared and certified by an independent public accountant acceptable to Mortgagee.

15. That Mortgagee shall have the right to inspect the books and records of the operation of the premises and make copies thereof during normal business hours and upon reasonable notice to Mortgagors.

16. That upon failure of Mortgagors to comply with any of the provisions of paragraphs 2, 3, 4, 5 or 6 hereof, Mortgagee may, but without any obligation so to do, enter upon the premises and make repairs, procure insurance, pay taxes and assessments and pay any debt, claim or other charge, which Mortgagors should have made, procured or paid (the receipt of the creditor or proper tax official being conclusive evidence of the amount, validity and the fact of payment thereof) and all sums so paid shall be immediately due and payable, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the aforesaid promissory note, and shall, together with such interest, be added to the indebtedness hereby secured.

17. Not to make, create, or suffer to be made or created, any sale, transfer, conveyance or assignment of the premises, or any part thereof or any interest therein, or any contract or agreement to do any of the same without Mortgagee's prior written consent. Any change whatsoever, other than by the laws of inheritance, in the ownership of the stock, legal or beneficial, of any corporate Mortgagor which changes the identity of the person or persons having directly or indirectly the controlling interest in such corporation or the ownership, legal or beneficial, of 10% or more of the issued and outstanding shares of stock of such corporation, or any act or transaction involving or resulting in any such change, shall be considered to be a sale or transfer within the meaning of this paragraph 17 and shall not be made, created, or suffered to be made or created, without Mortgagee's prior written consent, evidence of compliance therewith, if the premises are income producing, to be certified by the accountant who prepares the statement of operations required by paragraph 14 hereof and delivered with such statement.

18. That Mortgagors shall pay all sums, including costs and attorney fees, which Mortgagee may incur in any proceedings to prevent the commission of waste or establish or preserve the lien of this mortgage or its priority or in connection with any suit to enforce or foreclose this mortgage or recover the indebtedness hereby secured. All such sums shall be immediately due and payable, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the aforesaid promissory note, and shall, together with such interest, be added to the indebtedness hereby secured.

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