

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1-d), this instrument is to be construed and enforced in accordance with applicable Federal law.

**1. The mortgagor covenants and agrees as follows:**

- a. He will promptly pay the indebtedness evidenced by said promissory note at the time and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described, and all property acquired by it after the date hereof, all in form satisfactory to mortgagee. Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this covenant shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance of such type or types and in such amounts as the mortgagee may from time to time require on the improvements and/or fixtures on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company to whom his/her policy is directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property. Mortgagee, however, in event of foreclosure of this mortgage, or other transfer of title to said property, or extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to the insurance policies herein referred shall pass to the mortgagee, and the proceeds of such policies shall be held in trust for the benefit of the mortgagee.
- g. He will keep the property in good repair, and will not commit waste, or abandon, or permit damage to be done to the property, or commit any other acts which would impair the value of the property, or render it dangerous to the public, or render it unsanitary, or render it undesirable for residential occupancy, or render it otherwise undesirable for the purpose for which it was intended, and will not commit any other acts which would impair the value of the property, or render it dangerous to the public, or render it unsanitary, or render it undesirable for residential occupancy, or render it otherwise undesirable for the purpose for which it was intended.
- h. He agrees not to commit any acts of potential damage to the property subject to this mortgage and will not interfere with or obstruct the use of the property by any of the agents or employees of the mortgagee, and further, that he will not commit any acts which would impair the value of the property, or render it dangerous to the public, or render it unsanitary, or render it undesirable for residential occupancy, or render it otherwise undesirable for the purpose for which it was intended.
- i. By reason of the nature of the property, and the character of the business conducted thereon, he agrees to maintain a minimum amount of liability insurance coverage for any of the property subject to this mortgage, in favor of the mortgagee, who may apply the same to the reduction of the indebtedness, or to the payment of any amounts due under this instrument, or to the payment of any amounts due under any other instrument.
- j. The mortgagee shall have a right to repossess the property secured hereby in case:

  - 1. Default in any of the covenants or contracts or the retirement of the note or the agreement secured thereby shall terminate the right of the mortgagee to use or to collect any amount of the indebtedness secured by this instrument, or his assigns, or being satisfied that the mortgagor shall have a claim against him for such default, the mortgagee shall become the owner of all of the rents and profits of the property, or debt, or security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument will operate as an assignment of any rents or profits to the extent