[illegible]

[illegible]

PROVIDED ALWAYS [illegible] Mortgagor [illegible] Mortgagee [illegible] Mortgagor [illegible] Mortgagee the debt secured hereby, [illegible] and [illegible] shall remain in full force and effect.

IT IS AGREED that Mortgagee shall be entitled to hold and enjoy the Property until a Default hereinafter defined has occurred.

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for the sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property, and [illegible] Default hereinafter defined has occurred, Mortgagor shall be entitled to collect all rents and profits as the sole property of Mortgagor, without accounting to Mortgagee therefor.

2. Maintenance. Mortgagor will maintain the Property in good condition and repair and will not permit or allow waste thereof. Mortgagor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and will promptly pay when due all costs and expenses of such repair or restoration. Mortgagor will not remove or demolish any improvement [illegible] any portion of the Property and will not alter or permit any alteration of the Property without the prior written consent of Mortgagee. Mortgagee shall be entitled to inspect the performance of the provisions of this paragraph.

3. Insurance. Mortgagor will keep all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Mortgagee may reasonably approve for the full insurable value thereof against all risks including if coverage is available fire and earthquake. Such insurance shall be payable to Mortgagee as the interest of Mortgagee may appear pursuant to the New York standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Mortgagee and shall not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee. Mortgagor hereby assigns to Mortgagee the right to collect and receive any indemnity payment otherwise payable to Mortgagor upon any policy of insurance insuring any portion of the Property, regardless of whether Mortgagee is named in such policy as a person entitled to collect upon the same. Any indemnity payment received by Mortgagee from any such policy of insurance may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage. Mortgagor will keep the Property continuously insured as herein required and will deliver to Mortgagee the original of each policy of insurance required hereby. Mortgagor will pay each premium coming due on any such policy of insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish to Mortgagee at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Mortgagor fails to insure the Property as herein required, Mortgagee may after a prior ten (10) days written notice to Mortgagor so insure the Property in the name of Mortgagor or in the name of Mortgagee or both, and the premiums for any such insurance obtained by Mortgagee shall be the obligation of Mortgagor. Upon foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property and in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney-in-fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property, and will furnish to the holder of this Mortgage and will deliver to Mortgagee proof of payment of the same not less than ten (10) days prior to the date the same become delinquent, provided, however, that Mortgagor shall be entitled to withhold payment of any such tax, assessment or charge so long as the validity of the same is being contested in good faith by appropriate proceedings, if stayed during the pendency of such proceedings and Mortgagor deposits with the holder of this Mortgage or with Mortgagee adequate funds for payment of the same together with all interest and penalties, should the same be determined due and owing.

5. Expenditures by Mortgagee. If Mortgagor fails to make any payment for maintenance or repair of the Property, for insurance premiums or for taxes, assessments or other charges required by this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same and any such payment by Mortgagee shall be secured by this Mortgage and have the same lien and priority as the original debt secured hereby and bear interest from the date of payment at the Default Rate. Payments made for taxes by Mortgagee shall be a first lien on the Property, in the amount of the taxes so paid, with interest from the date of payment, regardless of the lien and priority of this Mortgage. Mortgagor shall pay to Mortgagee in cash on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph, plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to the whole or any part of any proceeds, whether by way of compensation for condemnation or in action for damages for injury to, or diminution in value of, any portion of the Property. Mortgagor hereby assigns to Mortgagee the right to collect and receive any such payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or action for damages for injury to, or diminution in value of, any portion of the Property. Any such payment or award received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iv) be used for any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any portion of the Property or which is released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage.

7. Transfer. At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey, lease, mortgage, grant, or transfer the mortgaged premises or any part thereof, or any interest therein, in any manner or way, whether voluntarily or involuntarily, or by death of the Mortgagor. It is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or reduce or adjust the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and of the Note secured hereby.

8. Default. The occurrence of any of the following events shall be deemed a Default under this Mortgage:

(a) Failure of Mortgagor to pay any installment of principal, interest, or other sums secured hereby when due.

(b) Failure of Mortgagor to pay any other sum secured by this Mortgage when due.

(c) Failure of Mortgagor to observe or perform any covenant or agreement contained in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee in connection herewith, which failure is not cured within [illegible] days following the giving of notice by Mortgagee to Mortgagor of such failure to observe or perform the same.

(d) Insolvency of Mortgagor as defined under applicable law, or the Mortgagor shall make an assignment for the benefit of creditors, or a receiver or trustee in bankruptcy of the assets of Mortgagor for the benefit of creditors, or petition by Mortgagor for the appointment of a receiver or trustee in bankruptcy of the assets of Mortgagor, or for reorganization or liquidation of Mortgagor, or any proceeding under any bankruptcy or insolvency law shall be instituted by or against Mortgagor.