TO HAVE AND TO HOLD [illegible] the Property [illegible] forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property [illegible] that Mortgagor has good right and is lawfully authorized to sell, convey, or encumber the same and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby created shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect.

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

MORTGAGOR further covenants and agrees with Mortgagee as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Mortgage, Mortgagor assigns to Mortgagee all rents and profits arising from the Property, provided, however, that so long as no Default as hereinafter defined has occurred, Mortgagor shall be entitled to collect and retain all such 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 neither permit nor 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 or fixture at this now or hereafter part of the Property and will not timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to speed 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 all coverage is available flood and earthquake. Such insurance will 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 will 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 owed 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, be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or [illegible] be applied in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or [illegible] be released to Mortgagor upon such conditions as Mortgagee may determine or [illegible] 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 each policy of insurance required hereby. Mortgagor will pay each premium coming due in respect of such insurance and will deliver to Mortgagee proof of such payment at least ten (10) days prior to the date such premium shall become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Mortgagor will furnish 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 giving 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 failure of this Mortgage, all right, title and interest of Mortgagor hereunto and to any such insurance upon the Property, or any part thereof, shall inure to the benefit of Mortgagee, including the right to unearned premiums, and Mortgagor hereby appoints Mortgagee as the attorney-in-fact of Mortgagor [illegible] and Mortgagor hereby [illegible] any such policy of insurance [illegible]

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges and/or constituting a lien or required by a lien upon the Property, and [illegible] Mortgagee proof of payment of the same not later than [illegible] days prior to the date when [illegible] Mortgagor shall be entitled to withhold payment of any tax, assessment or charge so long as the validity of the same is being contested in good faith by appropriate proceedings and Mortgagor shall [illegible] Mortgagee [illegible] the amount of such tax, assessment or charge determined due and owing.

5. Expenditures by Mortgagee. [illegible]

6. Condemnation. [illegible]

7. Transfer. [illegible]

8. Default. [illegible]

4328 RV.2