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- Borrower will provide rent insurance policies in form and with companies satisfactory to Lender and containing the non-contributory New York Standard Mortgagee clause or its equivalent in Lender's favor in an amount equal to not less than one year's gross rent from the Property shall be delivered to Lender and shall be provided during the term of the Loan.
- Borrower agrees to deliver to Lender, as additional security hereto, the policies of such insurance as is required by Lender pursuant to Sections 2.4, 2.5 and 2.6 hereof and of any additional insurance which shall be taken out upon the Property while any part of the Loan shall remain unpaid. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. The insurance policies are to be for such amounts and from such insurance companies as are satisfactory to Lender.
- Any policies furnished the Lender shall become its property in the event the Lender becomes the owner of said premises by foreclosure or otherwise. The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the premises, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such lossess directly to the Lender, instead of to the Borrower and Lender jointly. In case of loss under any such policy of insurance, the Lender may apply the net proceeds to the payment of the indebtedness hereby secured, whether due or not; or the Lender may require (i) the building to be repaired or replaced by the use of said net proceeds, or (ii) said net proceeds to be used for any other purpose or object without affecting the lien of this mortgage or the indebtedness secured hereby.
- To secure the payments of taxes, assessments and insurance premiums referred to in Secitons, 2.3, 2.4, 2.5 and 2.6 hereof, and upon the request of Lender, Borrower will deposit with Lender, on the due date of each monthly installment to be paid pursuant to the Note, a sum which, in the estimation of Lender, shall be equal to one-twelfth (1/12) of the annual taxes, assessments and insurance premiums. Said deposits will be held by Lender free of interest and free of any liens or claims on the part of creditors of Borrower and are to be used by Lender to pay current taxes, assessments and insurance premiums on the Property as the same accrue and are payable. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Lender. If said deposits are insufficient to pay the taxes, assessments and insurance premiums in full as the same become payable, Borrower will deposit with Lender such additional sum or sums as may be necessary. In lieu of said deposits, and upon the request of Lender, Borrower shall submit to Lender such receipts and other statements which shall evidence, to the satisfaction of Lender, that said taxes, assessments and insurance premiums have been paid in full.
- 2.10 Borrower agrees that if it shall fail to pay when due any tax, assessment or charge levied or assessed against the Property or any utility charge, whether public or private, or any insurance premium or if it shall fail to procure the insurance coverage and the delivery of the insurance policies required hereunder, then Lender, at is option, may pay or procure the same. Borrower will reimburse Lender, immediately and without demand, for any sums of money paid by Lender pursuant to this Section, together with interest on each such payment at the rate set forth in the Note and all such sums and interest thereon shall be secured hereby.
- Borrower agrees to execute and deliver to Lender, concurrently with the execution of this Mortgage and upon the request of Lender from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interests created hereby. Borrower hereby irrevocably (as long as the Loan remains unpaid) makes, constitutes and appoints Lender as the true and lawful attorney of Borrower to sign the name of Borrower on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interest.

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