

0304

TOGETHER with all and singular the rights, members, fixtures, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD the above-bargained premises, unto Finance Company and to its successors and assigns, to the sole and only proper use and benefits of Finance Company. And said Mortgagor hereby covenants that it is seized of the above-described premises in fee simple and that it has good right and title to mortgage the same in the manner and form herein written, and that same are free and clear from all encumbrances whatsoever.

PROVIDED, HOWEVER, and these presents are upon the express condition, that if Mortgagor shall well and truly pay, or cause to be paid to Finance Company, on or before March 1 ^{which is the date of the} ~~19 98~~ ^{19 98}, the sum of ---THREE HUNDRED NINETEEN THOUSAND AND NO/100--- ~~(\$319,000.00)~~ ----- Dollars ^{with all accrued interest thereon.} Interest shall accrue at a variable rate to be the Chase Manhattan Bank's prime rate as adjusted on the first business day of each month, ~~(6%~~ ^{(6%} ~~) with the interest at the rate of~~ ----- percent ~~(6%)~~ per annum until maturity, according to certain Promissory Note bearing even date herewith executed by said Mortgagor to Finance Company then these presents and said Note shall cease and be null and void.

MORTGAGOR EXPRESSLY AGREES:

1. To promptly pay the principal and interest on the indebtedness evidenced by said Note, at the times and in the manner therein provided.

2. To pay Finance Company within ten (10) days, all costs and expenses which it may expend or become obligated for in any proceedings, legal or otherwise, to establish or sustain the lien of this Mortgage or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or in payment, settlement, discharge or release of any asserted lien, claim, estate, right, easement or restrictions when Finance Company's counsel advises the same is superior to the lien of this Mortgage; or in payment of services of an abstract company in furnishing to Finance Company evidence of title to said premises, together always with interest on all such sums at six per cent (6%) per annum from the date same were paid; and for payment of said sums and interest thereon, this Mortgage shall stand as security therefor.

3. To maintain on the above-described premises insurance against loss by fire, with an extended coverage endorsement attached, for the full insurable value of any buildings and improvements located on the premises. Said policy shall contain a clause or clauses providing that the loss, if any, shall be payable to Finance Company, its successors and assigns, as its mortgage interest shall appear, regardless of any act or negligence of the Mortgagor. Such insurance shall be placed with a company or companies approved by Finance Company. Said policy shall be delivered to Finance Company to be kept by it so long as this Mortgage is in effect.

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