TO HAVE AND TO HOLD a hand singular trie Property unto Mortgagen and the succession of the order of Mild page followers.

MORTGAGOR covenants that Mortgagor is taxfully seized of the Property in fee simple absolute, fruit Mortgagor to in global forfit and is rawfully authorized to self-convey or encumber the same, and that the Property is free and close of all encumbers of expressly provided herein. Mortgagor further covenants to warrant and forever defend all and simplar the Property unto Mortgagor and the successors or assigns of Mortgagoe from and against Mortgagor and all persons whomshever taxfolly did ming the same or any partithereof.

PROVIDED ALWAYS, nevertheless, and it is the frue intent and meaning of Mortgagor and Mortgagoe, that if Mortgagor pays or causes to be pard to Mortgagoe the debt secured hereby, the estate hereby granted 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 herein 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 which is now or hereafter part of the Property and will cut no timber on the Property without the express written consent of Mortgagee. Mortgagee shall be entitled to specific performance of the provisions of this paragraph.
- 3. Insurance. Mortgager 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, 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 teast ten (10) days prior written notice to Mortgagee Mortgagee hortgage in hortgage in hortgagee the right to collect and receive any indemnity payment otherwise owed to Mortgager 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 is such order as Mortgagee may determine or (iii) be applied by Mortgagee to payment of any sum secured by this Mortgage in such order as Mortgagee may determine or (iii) be released to Mortgagor upon such conditions as Mortgagee may determine or (iii) be released to Mortgagor shall be deemed a payment against any sums secured by this Mortgage Mortgagor will receive 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 or 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. Mortgage may after giving (10) days written notice to Mortgagor so insure the Property in the name of Mortgagor upon to th
- 4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Mortgage and will deliver to Mortgage proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent, provided, however, that Mortgagor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Mortgagor deposits with the authority to which such tax, assessment or charge is payable or with Mortgagee appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing
- 5. Expenditures by Mortgagee. If Mortgagor fails to make payment for restoration or repair of the Property, for insurance premiums or for taxes, assessments or other charges as required in this Mortgage, Mortgagee may, but shall not be obligated to, pay for the same, and any such payment by Mortgagee will be secured by this Mortgage and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate. Payments made for taxes by Mortgagee shall be a first lied on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank 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. Mortgages shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgages the right to collect and receive any payment or award to which Mortgagor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award received by Mortgages may, at the option of Mortgages, is be applied by Mortgages to payment of any sums secured by this Mortgage in such order as Mortgages may determine or till be applied in a manner determined by Mortgages to the replacement 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 Mortgages may determine or till be used for any combination of the foregoing purposes. No portion of an 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 Mortgages.
- 7. Transfer. At the option of the Microgagee, the indebteamess secured by this Mortgage shall become due and payable if, without the written consent of the Microgagee, the Mortgagor shall convey away the mortgageap remises, or if the bite shall become vested in any other person in any manner whatspever other than by death of the Microgagor, it is understood and agreed that in consideration for the consent of the Mortgagee to any transfer of the to the mortgageap remises, the Microgagee at its colon may charge a loan transfer fee and or require charges in the rate of interest, term of loan, monthly payments of principal and interest and other terms and conditions of this Mortgage and or 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 Mongagor to pay any installment of principal or interest upon the Note or Notes hereby secured when due.
 - (b) failure of Mortgagor to pay any other sum secured by this Mortgage when due.
 - (c) failure of Mortgagnr to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgager and Mortgagee with respect to the indebtedness nereby secured within ten (10) days following the giving of notice by Mortgagee to Mortgagor to observe or perform the same, or
 - (d) adjudication of Mortgagor as bankrupt, written admission by Mortgagor of an inability to pay the debts of Mortgagor as they mature, assignment of the assets of Mortgagor for the benefit of creditors, request or pebtion by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquescence by Mortgagor to any such request or pebbon made by another person.
- 9. Remedies. Upon the occurrence of a Default as hereinabove defined. Mortgages may, without notice to Mortgages all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and self the Property. At the foreclosure Mortgages shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof in payment for the Property. The remedies provided to Mortgage in this paragraph shall be in addition to and not inview of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgages simultaneously or consecutively in any or derivative transitional periods to not yet exercised.
- 10. Appointment of Receiver. Upon the obsurrence of a Default as hereorabore of the Morga gee shall be entitled to the appointment of a receiver to enter upon and take and maintain full ophics of the Property more reto perform a liably entership appropriate for the operation and maintenance thereof including but not arrived to the electron cardenation of more that an of more than agency and making of recairs to the Property and the electron or termination of contracts provided for the management of management of management of the property along such terms as an electron performance of the Property along such terms as an electron performance of the Property along such terms as an electron property to receive a reasonable feelfor so managing the Property. As rects we electron is a 10 to 10

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