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TO HAVE AND TO HOLD all and singular the Property unto Mortgleger and the notion mondrate in a light of the property in the Nortgager is last only secret of the Property in the purple and clear of all Mortgager is last only secret of the Property in the purple and clear of all encounters one expressity provided herein. Mortgager further coverants to warrant and forever defend all and simply ar the Property soft of the purple and the successors or assigns of Mortgagee from and against Mortgager and as persons whom soever distinctly claiming the vertical and no part thereof.

PROVIDED ALWAYS, nevertneless, and it is the true intent and meaning of Mortgagor and Mortgagoe, that if Mortgagor pays or causes to be paid to Mortgagoe the debt secured hereby, the estate hereby granted shall cease, determine and be utterly mill and soot 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 surns 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. 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, 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 Mortgagoe and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee Mortgagee in the right to collect and receive any indemnity payment otherwise owed to Mortgagee is on away notice of the Property 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 by Mortgagee to payment of any sums secured by this Mortgage may determine or (iii) be released to Mortgager 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 combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of any combination of the foregoing purposes. No portion of any indemnity payment which is applied to replacement, repair or restoration of only of Mortgagor shall be deemed a payment algainst any sums secured by this Mortgage Mortgagor will keep the Property or which is released to

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 setured by this Mortgage and have the same rank and prority 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 lien on the Property to the extent of the taxes so pair? with interest from the date of payment, regardless of the rank and priority of this Mortgage. Mortgager shall pay to Mortgagee in cash or 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, in be applied by Mortgages to payment of any sums secured by this Mortgage in such order as Mortgages may determine or in the 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 (iv) be used for any combination of the foreigning 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 Mortgage.

7. Transfer. At the option of the Mortgagee, the indeptertness secured by this Mortgage shall become due and payable if, without the written consent of the Mortgagee, the Mortgagor shall convey away the mortgaged premises, or if the bite shall become vested in any other person in any manner whatshever other than by death of the Mortgagor. It is understood and asyeed that in consideration for the consent of the Mortgagee to any transfer of bite to the mortgaged premises, the Mortgagee at its option may charge allow transfer fee and or require changes in the rate of interest ferm 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 Mortgagor to pay any installment of principal or interest upon the Note or Notes hereby secures when oue
- (b) failure of Mortgagor to pay any other sum secured by this Mortgage when due,
- (c) failure of Mongagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into perween the Mortgagor and Mortgages with respect to the indebte bress hereby secured within ten (10) days following the giving of notice by Mortgages 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 petition by Mortgagor for the appointment of a receiver, trustee or conservator of the assets of Mortgagor or for reorganization or liquidation of Mortgagor, or acquiescence by Mortgagor to any such request or petition made by another person.

9. Remedies. Upon the occurrence of a Default as hereinabove defined. Mortgages may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foredose this Mortgage and sell the Property. At the foredosine Mortgagee shall be entitled to bid and to purchase the Property, and shall be entitled to apply the debt secured needly, or any portion thereof, in payment for the Property. The remedies provided to Mortgage in this paragraph shall be in addition to and notion led of any other rights and remedies provided in this Mortgage in by Jak. All of which highly and remedies may be exercised by Mortgagee simultaneously or consecutively in any or ter without being deemed to make was all any right or remedy previously or not yet exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as here national techniques of a peed on a teal entire to the entire of a receiver to enter upon and take and maintain but control of the Property in or tento perform a label receives any and control of the Property in elevation of the activities and maintenance thereof indusing but not to depart to the elevation of the industrial of receives to the Property and the elevation or term in the industrial test on this ton the maintain after the maintenance of the Property and the elevation department of the Property and the Property and the elevation of the test of the fact of the elevation of the elevat

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