TO HAVE AND TO HOLD [illegible]

MORTGAGOR [illegible] express, [illegible] Mortgagor [illegible] and against Mortgagor [illegible] 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 granted shall cease, determine and be utterly void, and 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 shall occur

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. 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. 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, (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 in a manner determined by Mortgagee to the replacement, repair or restoration of the portion of the Property damaged or destroyed or (iii) be released to Mortgagor 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 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 of each policy of insurance required hereby. Mortgagor will pay each premium coming due on 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, Mortgagor will furnish to 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 (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 foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any policy of insurance upon the Property, which is in the custody of Mortgagee, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Mortgagor hereby appoints Mortgagee as the attorney in fact of Mortgagor to assign all right, title and interest of Mortgagor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

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 Mortgagee 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 Default Rate. Payments made for taxes by Mortgagee shall be a first lien 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 on demand an amount equal to any payment made by Mortgagee pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee shall be entitled to commence, appear in and prosecute in its own name any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Mortgagor hereby assigns to Mortgagee 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 Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage in such order as Mortgagee may determine or (ii) be applied in a manner determined by Mortgagee 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 Mortgagee may determine or (iv) 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 Mortgage.

7. Transfer. At the option of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if without the written consent of the Mortgagee, the Mortgagor shall convey, sell, the mortgaged premises or title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. This understood and agreed that in consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may charge a loan transfer fee and/or require changes in the rate of interest, terms 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 secured when due;

(b) failure of Mortgagor to pay any other sum secured by this Mortgage when due;

(c) failure of Mortgagor to observe or perform any covenant or agreement set forth in this Mortgage or in any loan agreement entered into between the Mortgagor and Mortgagee with respect to the indebtedness hereby 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 a bankrupt, written admission by Mortgagor of its inability to pay its debts, or Mortgagor's voluntary 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, Mortgagee may, at its option, declare Mortgagor's entire indebtedness, including all sums secured by this Mortgage, immediately due and payable and may commence proceedings to foreclose this Mortgage and sell the Property. After foreclosure, Mortgagee shall be entitled to a deficiency judgment for any deficiency remaining after the application of the proceeds of the sale of the Property to the payment of the indebtedness secured hereby, to and including all costs and expenses of the foreclosure. Mortgagee may, at its option, without notice to Mortgagor, enter upon the Property and take possession thereof, and Mortgagee may, at its option, without notice to Mortgagor, collect all rents and profits from the Property, and Mortgagee may, at its option, without notice to Mortgagor, apply the same to the payment of any sum secured by this Mortgage. The obligation of Mortgagor to pay the indebtedness secured hereby shall be in addition to and not in lieu of any other rights and remedies of Mortgagee hereunder or under any other agreement between Mortgagor and Mortgagee. The rights and remedies may be exercised by Mortgagee singly or jointly or severally, in any order and with such frequency as Mortgagee shall determine, and the exercise of any right or remedy shall not be deemed a waiver of any other right or remedy, previously or thereafter exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as hereinabove defined, Mortgagee shall be entitled to the appointment of a receiver to enter upon and take possession of the Property, collect the rents, issues and profits of the Property, and apply the net income, after deducting reasonable compensation for the services of the receiver and all costs and expenses of operating the Property, to the payment of the indebtedness secured hereby, in such order as the court may direct. The receiver may be appointed by any court of competent jurisdiction without notice to any person or party and without regard to the adequacy of any security for the indebtedness secured hereby or the solvency of any person liable for the payment thereof. Mortgagor hereby consents to the appointment of a receiver upon the occurrence of a Default and waives any right to object to the appointment of a receiver upon the occurrence of a Default.

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