- 2. To pay all sums secured hereby when due.
- 3. To pay all taxes which may be assessed upon this Mortgage, or said note or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any portion of such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Mortgagor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of the Mortgagee become immediately due and payable, after expiration of the 15 days written notice of default.
- 4. To keep the premises and other collateral covered hereby continuously insured against loss by fire and other hazards, in an amount not less than the lesser of the principal balance of the note secured hereby or the fair market value of such improvements, with Standard Mortgagee Clause in favor of the holder of the note secured hereby and to provide verification of insurance to Mortgagee. And should the Mortgagor fail to effect such insurance, then the Mortgagee is hereby authorized to procure such insurance, or insurance in favor of the holder of the note secured hereby only, and the amounts paid for the premiums shall become a lien on the aboe property and bear interest from the date of disbursement, and their payment shall be enforced in the manner herein provided for enforcing the payment of said note. Mortgagor shall have the option to apply the proceeds of any losses under any insurance policies on said property after deducting costs of collection, as follows: (1) as a credit upon the indebtedness, interest or repayment of any amounts advanced by the Mortgagee under any of the covenants herein; or (2) to restoring the improvements.
- 5. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the premises or any part thereof under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof shall be applied by the Mortgagor, at its option, as follows: (1) as a payment on the note indebtedness or any other amounts advanced by the Mortgagee under any of the covenants herein; or (2) to restoring the improvements.
- 6. The Mortgagor, in order to more fully protect the security of this Mortgage, agrees to pay all real and personal property taxes, assessments as and when due.
- 7. The Mortgagor (i) will maintain the premises and other collateral covered hereby in good condition and repair; (ii) will comply with all laws, ordinances, regulations, covenants and restrictions affecting the premises, and will not suffer or permit any violation thereof; will furnish such information respecting use and operation of the premises as Mortgagee may from time to time request.
- 8. If Mortgagor fails to pay, when due, any uncontested claim, lien or encumbrance which is prior to this Mortgage or, to pay, when due, any tax or assessment or insurance premium, or to keep the premises and other collateral covered hereby in repair, or if any violation of any undertaking on the Mortgagor's part set forth in the paragraph immediately preceding shall occur, and shall continue after notice to Mortgagor an opportunity to cure as provided herein, or if there be commenced any action or proceeding affecting the premises, or the title thereto, then Mortgagee may pay any such claim, lien, encumbrance, tax assessment or premium which it reasonably determines is valid and legally enforceable, with right of subrogation thereunder, may procure such abstracts or

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