TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee forever

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof

PROVIDED ALWAYS, nevertheless, 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 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 Mortgagor shall be entitled to collect and retain all such rents and profits as the sole property of Mortgagor without accounting to Mortgagor without accounting the Mortgagor with the Mortgagor

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 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 shall be entitled to specific performance of the provisions of this paragraph.

improvement of 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 thereol against all risks including, if such company or companies as Mortgagee may reasonably approve for the full insurable value thereol against all risks including, if such company or companies as Mortgagee may appear coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear coverage is available, flood and earthquake. Such insurance will be payable to Mortgagee as the interest of Mortgagee may appear mortgage as a such payable to the foregoth of the Nortgagee and will not be cancelable by either the insurer or the insured without at least ten (10) days prior written notice to Mortgagee not hereful to collect and receive any indemnity payment otherwise owed to Mortgagee upon any Mortgagee in such only a such policy of insurance may, at the option of to collect upon the same. Any indemnity payment received by Mortgagee for many such policy of insurance may, at the option of to collect upon the same. Any indemnity payment received by Mortgagee for many such policy of insurance may, at the option of the Mortgagee. (i) be applied by Mortgagee to payment of any such 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 Property damaged or (iii) be released to Mortgage to payment of any such policy of insurance and it detiver to Mortgagee in such order as Mortgage. Mortgage in the foregoing purposes. No portion of any indemnity payment which is septended to replacement, repair

4. Taxes and Assessments. Mortgagor will pay all taxes, assessments and other charges which constitute or are secured by a kien upon the Property which is superior to the kien 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 appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collection of the same by toredosure of the kien 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 Mortgage appropriate security for payment of the same, together with any to which such tax, assessment or charge is payable or with Mortgage appropriate security for payment of the Property for insurance.

5. Expenditures by Mortgages. If Mortgagor fails to make nayment for restoration or repair of the Property for insurance.

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 principal debt secured hereby and bear interest from the date of payment, regardless of the rank and shall be a first ken on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and shall be a first ken on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and shall be affected by 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. Mortgagee shall be antifled to be made a party to and to participate in any proceeding, whether formal or

pursuant to this paragraph plus interest thereon as herein provided.

6. Condemnation. Mortgagee 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 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 of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Any such payment or award of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property of any sums secured by this Mortgage received by Mortgagee may, at the option of Mortgagee, (i) be applied by Mortgagee to payment of any sums secured by this Mortgage of the replacement of the portion of the Property or (ii) be released to Mortgagor upon such the Property taken and to the repair or restoration of the remaining portion of the Property or (iii) be released to Mortgagor upon such that the post of the 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 cotion of the Mortgagee, the indebtedness secured by this Mortgage shall become due and payable if.

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 a way the mortgaged premises, or if the title shall become without the written consent of the Mortgagee, the Mortgagor shall convey a way the mortgaged premises, or if the title shall become vested in any other person in any manner whatsoever other than by death of the Mortgagor. It is understood and agreed that in vested in any other person in any manner whatsoever other than by death of the Mortgagor if it is understood and agreed that in vested in any other person in the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may consideration for the consent of the Mortgagee to any transfer of title to the mortgaged premises, the Mortgagee at its option may considerable fee and or require changes in the rate of interest, term of loan, monthly payments of prinoipal and interest and other terms and conditions of this Mortgage and or the Note secured hereby. 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 prinopal 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 entered into between the Mortgagor and Mortgagor to observe or perform the same, or following the giving of notice by Mortgagee to Mortgagor to observe or perform the same.
- (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 mature, assignment of the assets of Mortgagor of the assets of Mortgagor or for reorganization or tiguration of Mortgagor, appointment of a receiver trustee or conservator of the assets of Mortgagor or for reorganization or tiguration 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 here nabove defined. Mongagee may, without notice to Mongagor, declare g. Hemedies. Upon the occurrence of a Default as here nabove defined Mortgagee may, without notice to Mortgagor, declare all sums secured by this Mortgage immediately due and payable and may commence proceedings to collect such sums, foreclose this Mortgage and sell the Property. At the foreclosure Mortgagee 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 Mortgagee in this paragraph shall be in addition to and not in feu of any other rights and remedies provided in this Mortgage or by law, all of which rights and remedies may be exercised by Mortgagee simultaneously or consecutively in any order without the rigideemed to have waited any right or remedy preprocessors on the exercised.

10. Appointment of Receiver. Upon the occurrence of a Default as here nabove defined Mortgagee shall be entitled to the appointment of a receiver to enter upon and take and maintain follocontrol of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereofindough but not limited to the execution, cance lation or modification of appropriate for the operation and maintenance thereofindough but not limited to the execution, cance lation or modification of teases, the making of repairs to the Property and the execution of termination of contracts providing for the management or teases, the making of repairs to the Property and the execution of termination of contracts providing for the management or teases. The receiver shall be maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage Their eresis has be applied first to entitled to receive a reasonable fee for so managing the Property. All rects collected bursuant to misphalaction attorney's fees indeed early and collecting the receiver as bonds, costs of repairs to the Property, premiums in insurance polices it area assessments and other fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance polices it area assessments and other fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance polices it area assessments and other fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance polices it area assessments and other fees, premiums on receiver's bonds, costs of repairs to the Property. Mortgagen as lesson or land of the Property and other fees, premiums on the Property, and the costs of discharging any obligation or later by a Mortgagen as lesson or land of the Property and the execution of the Property and the execution of the Prope

CONTRACTOR PROPERTY.

The second section