

Mortgagor further covenants and agrees that if the said quarterly payments are insufficient to pay the taxes and assessments and insurance premiums in full as the same become payable, that Mortgagor will deposit with the Mortgagee such additional sum or sums as may be required in order for the Mortgagee to pay such taxes and assessments and insurance premiums in full. Failure to make said quarterly deposits shall be deemed a default in the payment of taxes, assessments and insurance premiums required to be paid by this Mortgage and shall give the Mortgagee the right and option to accelerate the maturity of the debt secured hereby as does any other default under said Note or this Mortgage. Upon any default in the covenants and conditions of this Mortgage or the Note secured hereby, the Mortgagee may, at its option, apply any money in such fund to the payment of said indebtedness in such manner as it may elect.

Notwithstanding anything herein to the contrary, Mortgagee agrees to waive the escrow for insurance premiums required pursuant to this Paragraph 4, for so long as the property is owned by J. W. Burrese, Incorporated and there are no defaults under this Mortgage or the Note hereby secured. In addition, Mortgagee agrees to waive the escrow for taxes required pursuant to this Paragraph 4, for so long as the property is owned by J. W. Burrese, Incorporated, there are no defaults under this Mortgage or the Note secured hereby, and a Certificate of Deposit in the amount of the property taxes assessed by the local taxing authority is assigned to Mortgagee. Upon any default in the covenants and conditions of this Mortgage or the Note secured hereby, the Mortgagee may, at its option, redeem said Certificate of Deposit and apply the proceeds of said Certificate of Deposit to the payment of indebtedness secured hereby in such manner as it may elect.

5. To keep said property free of all liens and to pay all liens which in any way impair the security of this Mortgage and all reasonable costs, expenses and attorneys' fees incurred by the Mortgagee in the protection of said property, in any litigation involving the subject property, or in the collection

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