

and,

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the aforesaid land and all materials intended for construction, reconstruction, alteration and repair of such improvements, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid land, and all fixtures now or hereafter owned by Borrower and attached to or contained in and used in connection with the aforesaid land and improvements;

To have and hold the same forever, together with all privileges, hereditaments and appurtenances thereunto belonging, unto Lender and Lender's successors and assigns;

And as additional security for said indebtedness, Borrower hereby assigns to Lender all the rents, issues, profits and revenues of the Property from time to time accruing, reserving only the right to Borrower to collect the same as long as Borrower is not in default hereunder; and

Borrower also assigns to Lender any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Property or any rights appurtenant thereunto, and Lender may, at its option, either apply the same to the Loan or release the same to Borrower without thereby incurring any liability to any other person.

The terms of this Mortgage are as follows:

ARTICLE I
The Loan

1.1 The indebtedness secured by this Mortgage is the result of a loan of money in the principal amount of \$ 245,700.00 (hereinafter referred to as the ("Loan")) to be disbursed by Lender to Borrower.

1.2 The Loan is evidenced by that promissory note from Borrower of even date herewith, payable to the order of Lender (the "Note").

1.3 Payment by Borrower of principal and interest on the Loan will be in accordance with the Note, which Note and this Mortgage require payment in full on the Loan not later than five (5) years from the date of the Note.

ARTICLE II
Borrower's Promises, Representations and Agreements

2.1 Borrower represents and promises that it is seized of the Property in fee and has the right to convey the same, that the title to the Property is free and clear of all encumbrances and that it will warrant and defend the title to the Property against the claims of all persons or parties.

2.2 Borrower will punctually repay the Loan principal and interest and all other sums secured hereby at the time and place and in the manner specified in the Note.

2.3 Borrower will pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any action, legal proceeding or dispute of any kind which affects the Loan, the interest created herein or the Property, including, but not limited to, any foreclosure of this Mortgage, enforcement of payment of the Note, any condemnation action involving the Property, or any action to protect the security hereof. Amounts so incurred by Lender shall be added to the Loan indebtedness and secured hereby.

2.4 ~~Borrower will not convey any loan security or other interest in the Property, or any part thereof, or any interest therein, without the prior written consent of Lender.~~ DELETED

2.5 Borrower will do, or cause to be done, all such things as may be required by law in order fully to protect the security and all rights of

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