

Seventh. To keep and continue all leases, estates and interests pertaining to the security property or any part thereof and contracts and agreements relating thereto in full force and effect and not to permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, either express or implied. In addition, if, during the term of this Mortgage, any leases, now in existence or hereafter executed, shall terminate, whether by natural expiration or for whatever reason, Mortgagor will actively seek in good faith other acceptable tenants.

Eighth. From time to time as so requested by Mortgagee, to make, execute and deliver or cause to be made, executed and delivered to Mortgagee any and all further instruments, certificates and other documents as may in the opinion of Mortgagee be necessary or desirable in order to effectuate, complete, enlarge or perfect or to continue and preserve the obligation of Mortgagor under the Note and the lien of this Mortgage or other instruments given as security therefor. In the event any part of the security interest may expire by statutory law prior to the final maturity of the Note, Mortgagor will execute such instruments required to continue and preserve the security of Mortgagee, and Mortgagor will pay all expenses so incurred.

Ninth. In the event Mortgagor shall for any reason fail to perform any of the covenants or agreements contained in this Mortgage, Mortgagor empowers Mortgagee to do, at Mortgagee's option and at Mortgagor's expense, anything which Mortgagor has covenanted or agreed to do and to be the sole judge of the legality or validity of any tax, assessment, claim or lien asserted against the mortgaged property and of the need for repairs thereto or maintenance thereof; that the election of Mortgagee to so exercise the said option shall not be considered as waiving any other right or remedy of Mortgagee for the breach of any covenant herein by Mortgagor. And all amounts so expended or advanced by Mortgagee hereunder, including necessary and reasonable attorney's fees, shall immediately become a part of the indebtedness secured hereby and a lien on the premises and shall be immediately due and payable and shall bear interest from date of expenditure at the highest lawful rate per annum now permitted by written contract under the laws of the state applicable to and controlling the collection and/or enforcement of the Note secured hereby; provided that if under the laws in such state, there is no highest or maximum interest rate specified for or applicable to the indebtedness, then the interest payable shall be at a rate which is two per centum (2%) per annum higher than the contract interest rate specified in the Note secured hereby.

And it is covenanted that if said Mortgagor does not hold said premises by title in fee simple, or has not good right and lawful authority to sell, convey or encumber the same; or if said premises are not free and clear of all liens and encumbrances whatsoever; or if any suits have been begun affecting the same, or if any taxes or assessments be made or levied upon the debt secured hereby, or upon Mortgagee for or on account of this loan, either by the state or county, or for local purposes, Mortgagee shall have the right to declare the entire indebtedness secured hereby at once due and payable, and Mortgagor or the person or persons claiming or holding under Mortgagor shall at once pay the entire indebtedness secured hereby.

In the event (a) of default in the payment of any one of the installments of principal or interest of said Note, or any of the other sums of money secured hereby, when the same becomes due, either at its original or extended maturity; or (b) the said property, or any part thereof, should be seized to enforce or foreclose any mortgage, privilege, lien or judgment, other than the mortgages granted and stipulated in favor of Mortgagee; or (c) of suspension of business or insolvency, or the commission of any act of insolvency, or upon the filing of a voluntary or involuntary petition or an adjudication in bankruptcy, or the appointment of a receiver or liquidator, or participation by Mortgagor in any plan of reorganization, arrangement, composition, dissolution or other such relief for debtors; or (d) of the conveyance of the mortgaged premises by Mortgagor without the prior written consent of Mortgagee; or (e) of default on the part of Mortgagor in the performance of any one of the other covenants and agreements herein or in said Note contained; then in any of such events said Note and the entire indebtedness hereby secured, shall at the option of Mortgagee or the then holders of said Note, at once become due and payable. And Mortgagor hereby authorizes said Mortgagee or the holders of said Note, without demand and without notice or putting in default, the same being waived, to cause all and singular the property herein mortgaged to be seized and sold under executory process, issued by any competent court, or to proceed with enforcement of this Mortgage in any other manner provided by law or by the terms of this Mortgage, Mortgagor waiving the benefit of any and all laws or parts of laws relating to the appraisal of property, and consenting that said property be sold without appraisal, to the highest bidder for cash, said Mortgagor hereby confessing judgment in favor of said Mortgagee and all future holders of said Note, for the full amount thereof in principal and interest, together with all fees, costs, advancements, taxes, charges, expenses and insurance premiums which may become due in accordance with the terms hereof.

Should Mortgagor default in the performance of any obligation, covenant, promise or agreement herein or in said Note, or, notwithstanding the foregoing, in the event Mortgagee shall, in its sole discretion, deem it necessary or proper to protect or conserve the security of the mortgage debt, (a) Mortgagee is authorized at any time, without notice and without regard to the adequacy or inadequacy of the premises as security for the mortgage debt, to enter upon and take possession of the premises, or any part thereof, and (i) to perform any acts Mortgagee deems necessary

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