

### 3-Real Estate Mortgage.

4. The Mortgagor will maintain the mortgaged property in good condition and make all repairs and replacements which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances, and regulations affecting said property or its use; and will not alter, destroy, sell, or remove, or permit to be altered, destroyed, sold, or removed, without the permission of the Mortgagee, any of the mortgaged property.

5. The Mortgagor will pay all taxes, assessments, and other governmental or municipal charges, fines, or impositions, levied upon or against the real property hereinabove described, promptly when the same become due and payable, and in default thereof the Mortgagee may pay the same.

6. The Mortgagor will keep in force insurance covering the real property mortgaged hereby against loss by fire and extended coverage in an amount not less than \$100,000. All insurance shall be carried in insurance companies approved by Mortgagee, and the policies shall include provisions making loss payable to the Mortgagee as its interest may appear. It will also keep in force fire and extended coverage insurance on its remaining assets, products liability, public liability and property damage insurance of such types and in such amounts as are generally considered adequate for businesses of its type, and will deliver to the Mortgagee all such policies of insurance; and the Mortgagor will pay promptly when due all premiums for such insurance. Should any loss occur to the mortgaged property, the Mortgagee is hereby appointed attorney in fact for the Mortgagor to make proof of loss under said policies if the Mortgagor fails to do so promptly, and to receipt for any sums collected thereunder, which sums or any part thereof, at the option of Mortgagee may be applied as payment on the indebtedness hereby secured, or to the repair or replacement of the property damaged or destroyed.

7. If the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or rentals, then the Mortgagee may pay the same and all sums advanced to make such payments, with interest thereon at the rate of ten per cent. per annum from the date of such advancement, shall be payable on demand and shall be secured by this mortgage.

8. Time is of the essence hereof, and if default be made in the observance or performance of any of the covenants, conditions, and obligations expressed in this mortgage, or in the note hereby secured, or in the agreement between the Mortgagor and Mortgagee dated as of August 8, 1952; or if the Mortgagor shall become insolvent or suspend the transaction of its usual business, or make an assignment for the benefit of creditors; or if a petition in bankruptcy should be filed by or against the Mortgagor and remain undismissed for a period of sixty (60) days; or if a receiver, trustee, or similar officer be appointed to take possession of all or a substantial portion of the assets of Mortgagor; or if Mortgagor should proceed to liquidate either voluntarily or involuntarily; or if the assets of Mortgagor subject to this mortgage should become subject to the payment of any lien or if other assets of the Mortgagor should become subject to the payment of any lien in the amount of \$50,000 or more, of any kind or character other than for the payment of taxes and assessments due but not in default or for taxes or assessments which are being contested, which shall not be discharged within thirty (30) days after the creation of such lien; or if a judgment over \$50,000 shall be entered against the Mortgagor and not be discharged, suspended, or stayed within sixty (60) days after the entry thereof; then upon the happening of any such event, at the option of the Mortgagee, its successors or assigns, the whole unpaid indebtedness evidenced by the above described promissory note shall become immediately due and payable without further notice or demand. And upon the non-payment of said indebtedness the Mortgagee shall have the right