

such insurance shall be carried and determining acceptable forms of loss payable or mortgagee clauses.

4. If an award in condemnation be made with respect to all or any part of the property subject hereto, the entire amount of such award attributable to Mortgagor's and Mortgagee's interest shall be paid directly to Mortgagee rather than to Mortgagor and Mortgagee jointly, and the condemning authority is hereby authorized and directed to make such payment accordingly. The proceeds of any such award, or any portion thereof, shall be applied by Mortgagee at its option either to reduction of the indebtedness secured hereby or to the restoration or repair of the property, it being understood that Mortgagee shall exercise such option in accordance with the wishes of Phillips.

5. If, notwithstanding the foregoing provisions, payment of any proceeds on account of insurance or condemnation is made to Mortgagor directly or to Mortgagor and Mortgagee jointly, Mortgagor shall immediately transfer and deliver such proceeds, or his entire interest therein, to Mortgagee.

6. If Mortgagor should default in the performance of any of the obligations herein set forth, Mortgagee, in addition and without prejudice to any other remedy which it may have, may itself correct the default and any sums so expended by Mortgagee shall be immediately due and payable by Mortgagor to Mortgagee, together with interest on such sums at the highest legal rate from and after the date of such expenditure until repaid, and such expenditure, together with such interest, shall be secured hereby.

7. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

8. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by Mortgagor under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

If, the Mortgagor shall fail to pay, or cause to be paid as it matures, the indebtedness hereby secured, or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in the premises or improvements becomes endangered by reason of the accrual or enforcement of any lien or encumbrance thereon, then, in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this Mortgagee foreclosed pursuant to the statute in such case made and provided, Mortgagor hereby waiving any and all appraisements, any and all waiting period prior to sale on foreclosure, and any and all rights of redemption to which it may otherwise have been entitled, such waivers to extend to and be binding upon this Mortgagor, its successors and assigns. In the event of such foreclosure the Mortgagee may bid at the sale and purchase the property, if the highest bidder therefor.