

To Maintain Improvements To keep all the improvements on said premises in good order and repair and not to do or permit waste on said premises or to do or permit any other act whereby the property hereby conveyed shall become less valuable.

To Insure To keep the buildings on said premises constantly insured for the benefit of said Mortgagee against loss, in such companies and for such coverage and amounts as may be satisfactory to said Mortgagee until the debt hereby secured is fully paid, and to keep such policies constantly assigned, pledged and delivered to said Mortgagee ten days in advance of the expiration of any such policies, stamped "PAID" by the agent or company issuing the same.

To Furnish Abstract To furnish and leave with said Mortgagee during the existence of said loan, abstracts of title covering said land.

DEFAULT It is expressly understood and agreed between the parties heretofore as follows:

In Payment of Note That should said Mortgagor fail to pay any part of the principal or interest according to the terms of the note secured by this mortgage or fail to perform all and singular the covenants and agreements herein contained, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice. And in the event that any installment shall become overdue for a period in excess of fifteen days, a "late charge" of four cents (4c) for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

In Payment of Taxes and Insurance The Mortgagor agrees that with the monthly payments of principal and interest, he will pay to mortgagee a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by the mortgagee, so that mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty days before the delinquency date thereof. Any deficit shall immediately be paid to mortgagee by mortgagor. Moneys so held shall not bear interest, and upon default, may be applied by mortgagee on account of the mortgage indebtedness.

That should said Mortgagor fail to make payment of any insurance premiums, taxes, charges or assessments levied against said property or any part thereof before the same become delinquent, said Mortgagee may, at its option, pay the amount of such insurance premiums, tax, charge or assessment, together with any expense incident thereto, and any amount so paid shall be repaid by said Mortgagor to said Mortgagee on demand with interest thereon at the rate of four per cent per annum from the date of payment by said Mortgagee, and unless so repaid shall become a part of the debt secured by this mortgage, and the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Maintaining Improvements In the event of actual or threatened waste, demolition, or removal of any building erected on said premises, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Furnishing Insurance In the event the Mortgagor shall, for any reason, fail to keep said premises so insured as herein provided or shall fail to deliver the policies of insurance or the renewals thereof as herein provided, or fail to pay the premiums thereon, then said Mortgagee, if it elects, may have such insurance written or renewed and pay the premiums thereon, and any premium so paid shall be secured by this mortgage and shall be repaid by said Mortgagor within ten days after payment by said Mortgagee with interest thereon at the rate of four per cent per annum from date of payment. In default thereof, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

Distribution of Insurance Should said Mortgagee by reason of any such insurance against loss receive any sum or sums of money for any damage to said building or buildings, such amount may be retained and applied toward the payment of the debt hereby secured; or the same may, at the option of said Mortgagee, be paid over, either wholly or in part, to said Mortgagor to enable him to repair such buildings or erect new buildings in their place, or for any other purpose or object satisfactory to said Mortgagee without affecting the lien of this mortgage for the full amount secured hereby before such damage, or such payment over, took place.


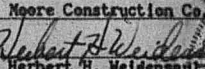
Decree of Sale and Foreclosure In case of default in any of the payments herein provided for, or in the event of the failure on the part of said Mortgagor to keep and perform any of the covenants, agreements, terms and conditions herein contained and provided for, said Mortgagee shall be entitled to a judgment for the sum due upon said note and any additional sums paid by virtue of this mortgage with interest thereon as herein provided, and for all costs, and shall be entitled also to a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said Mortgagor and all persons claiming thereunder, at which sale appraisement of said property is hereby waived by said Mortgagor.

Waiver of Notice The said Mortgagor further agrees that all notice of the exercise of any and all options reserved by this mortgage to said Mortgagee is hereby waived.

Receiver In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of said Mortgagee without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Whenever the words "Mortgagor" or "Mortgagee" appear in this mortgage, they shall be understood to include the heirs, devisees, administrators, executors, trustees, successors, and assigns of such parties. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF said Mortgagee(s) has hereunto set his hand(s) and seal(s) the day and year first above written.

Moore Construction Co. 

 Herbert H. Weidensaul, President

