(Continued from page 1 of this mortgage)

12.14

As additional security for the repayment of the indebtedness hereby secured, Mortgagors covenant and agree to assign or cause to be assigned on Mortgagee's forms of assignment, policies of life insurance acceptable to mortgagee on the **tife** lives of John A. Albers and Robert D. Gillahan, having an aggregate

therefore maturity value of not less than \$ 33,000.00 . Mortgagors further covenant and agree to comply with all the terms of said assignments and to pay all premiums due or to become due on said life insurance policies. In the event of any default in the payment of any of said premiums, Mortgagee may, at its option, pay such premiums, and the amount so paid with interest thereon, as herein provided in connection with fire insurance premiums, shall be added to the indebtedness secured hereby. Any default under the terms of this paragraph shall constitute a default under the terms of this mortgage.

In the event proceeds of any assigned life insurance policy become payable by death or maturity, it is agreed that (a) at the option of Mortgagee, such proceeds or any portion thereof, may be applied as a payment on the indebtedness hereby secured without resorting or regard to any other security of the mortgage debt and (b) Mortgagee may release from an assignment and permit to be paid over to whomever is legally entitled thereto, the whole or any portion of such life insurance proceeds that it elects not to have applied on the mortgage debt. It is further agreed that Mortgage may, at its option and at any time prior to the payment in full of the mortgage debt, release or permit the substitution of any life insurance collateral without affecting the liability of Mortgagors or any other persons that have responsibility for the payment of the mortgage debt. Funds received from assigned life insurance may be applied on such portion of the mortgage indebtedness, whether matured or unmatured, as Mortgagee may elect.

(88.W)