

10. If Mortgagor fails to pay any such taxes, lien or encumbrance which is prior to this mortgage, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Mortgagee, at its option, may pay said taxes, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such taxes, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

11. Mortgagee will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this mortgage, together with interest on each such advancement at the rate of ten per cent. (10%) per annum, and all such sums and interest thereon shall be secured hereby.

12. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Mortgagee's obligations, covenants or agreements hereunder,

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand which are hereby expressly waived, and this mortgage may be foreclosed at any time after such default. Any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

(b) Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, or institutes foreclosure proceedings, Mortgagee may collect the rents, issues and profits of the premises and may enter and take possession thereof and manage and operate the same and take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the premises, or Mortgagee at its option may have a receiver appointed by the Court to take possession of the premises, to manage, operate and conserve the value thereof and to collect the rents, issues and profits thereof. Either Mortgagee or such receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagee in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred the proceeds shall be applied to

the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagee for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Without affecting the liability of Mortgagee or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for the performance of any obligation contained herein, and without affecting the lien or other rights of Mortgagee with respect to any property or other security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- Release any person liable for payment of all or any part of the indebtedness or for the performance of any obligation.
- Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- Exercise or refrain from exercising or waive any right Mortgagee may have.
- Accept additional security of any kind.
- Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

16. Any agreement hereafter made by Mortgagee and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. If Mortgagee herein is a corporation, it wholly waives the period of redemption from foreclosure and agrees that when sale is had under any decree of foreclosure against it, the Sheriff making such sale, or his successor in office, is authorized to execute at once a deed to the purchaser.

18. When all indebtedness secured hereby has been paid, this mortgage and all assignments herein contained shall be void and this mortgage shall be released by Mortgagee at the cost and expense of Mortgagee; otherwise to remain in full force and effect.

19. This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, trustees, successors and assigns of the parties hereto. Whosoever uses herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

It is further agreed by the Mortgagor that in the event that it shall not complete the construction of the building or buildings now being erected or to be erected on the premises hereby mortgaged in accordance with plans and specifications submitted to the Mortgagee, on or before August 1, 1963, or if work on said construction should cease before completion and the said work should remain abandoned for a period of fifteen days, then and in either event, the entire principal sum of the note secured by this mortgage and interest thereon shall at once become due and payable, at the option of the Mortgagee; and in the event of abandonment of work upon the construction of the said building or buildings for the period of fifteen days as aforesaid, the Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said building or buildings; hereby giving to the Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete the said building or buildings; and moneys expended by the Mortgagee in connection with such completion of construction shall be added to the principal amount of said note and secured by these presents, and shall be payable by the Mortgagor on demand, with interest as provided in said note and mortgage.

*Eldon R. Burkhart*  
Eldon R. Burkhart

*Phyllis A. Burkhart*  
Phyllis A. Burkhart