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thereafter bear interest at the rate of ten per cent (10%) per annum, and further provides that if default be made in the payment of any principal or interest when due, then, in such case, the unpaid principal, together with the interest accrued thereon, shall, at the option of the lawful owner of said note or notes, immediately become due and payable.

SECOND. The funds advanced, and to be advanced, upon the note for which this Mortgage is security, are to be used in the construction of certain improvements upon the premises, all in accordance with said Loan Agreement entered into by the MORTGAGOR and the MORTGAGEE, dated of even date herewith. Said Loan Agreement is incorporated herein by reference to the same extent and effect as if set out herein at length. If the MORTGAGOR shall fail to keep and perform any of the covenants and agreements on its part to be kept and performed under the Loan Agreement, the then advanced portion or the principal sum, and all interest and other charges provided for in the note, this Mortgage and the Loan Agreement, shall, at the option of the MORTGAGEE, become due and payable forthwith, anything herein contained to the contrary notwithstanding. The provisions of this Paragraph SECOND shall cease to be of any force or effect upon the completion by the MORTGAGOR of its obligations under the Loan Agreement. The MORTGAGEE agrees to provide the MORTGAGOR with a certificate of such completion promptly upon such completion, which certificate shall be in recordable form, and upon the recording of which, at the same office at which this Mortgage is recorded, the obligations of the MORTGAGOR under the Loan Agreement shall conclusively be deemed to have been satisfied.

THIRD. After completion of said improvements upon the premises in accordance with the terms of the Loan Agreement, the MORTGAGOR agrees to keep all buildings, parking areas, walkways and improvements on the said premises in as good repair as they are at the date of such completion, to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured against loss by FIRE AND EXTENDED COVERAGE in the amount equal to the full insurable value, to keep rental-loss insurance in amount as required by the MORTGAGEE (policies containing a co-insurance provision are subject to approval of the MORTGAGEE) in form and in insurance companies acceptable to the MORTGAGEE, with policies payable to it in case of loss; to assign and deliver to the MORTGAGEE, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss, it is agreed that the MORTGAGEE may collect the insurance monies or may deliver the policies to the MORTGAGOR for collection. At the election of said MORTGAGEE, the insurance monies shall be applied either on the indebtedness secured hereby or in rebuilding.

FOURTH. That the MORTGAGEE may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above-described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent (10%), in any suit for the foreclosure of this Mortgage. In case of foreclosure, it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.