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option of the MORTGAGEE, deposit with the MORTGAGEE, on the first day of each month, beginning on the first day of January, 1967, one-twelfth (1/12th) of: the amount (as estimated by the MORTGAGEE) which will be sufficient to pay taxes, special assessments and other charges on the real estate that will become due and payable during the ensuing year, plus the amount necessary to purchase required insurance for one (1) year. The MORTGAGEE shall hold such monthly deposits in trust, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If, at any time, the fund so held by the MORTGAGEE is insufficient to pay any such item, when the same shall become due, the MORTGAGEE shall advise the MORTGAGOR of the deficiency, and the MORTGAGOR shall, within ten (10) days after receipt of such notice, deposit with the MORTGAGEE such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this Mortgage. If, at any time, there be default in any of the provisions of this Mortgage, the MORTGAGEE may, at its option, apply any money in the fund on any of the mortgage obligations, and in such order and manner as it may elect. On full payment of the mortgage debt any unused portion of the fund shall be paid over to the owner. On prepayment of the debt, any amount in the fund shall be credited on the indebtedness. Transfer of legal title to the mortgaged real estate shall automatically transfer to the new owner the beneficial interest in the fund.

TENTH. That, if there shall be a default in any of the terms, conditions or covenants of this Mortgage, or of the note secured hereby, then any sums owing by the MORTGAGOR to the MORTGAGEE shall, at the option of the MORTGAGEE, become immediately due and payable; and no failure of the MORTGAGEE to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sums herein covenanted to be paid, the said MORTGAGOR agrees to pay to the said MORTGAGEE interest at the rate of ten per cent (10%) per annum computed annually on said sums, from the date of default to the time when said sums shall be fully paid; and in the event of any default, as herein described, this Mortgage may be foreclosed. - Appraisement is hereby waived.

ELEVENTH. That, in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the MORTGAGEE as additional and collateral security for the payment of all the indebtedness secured hereby, and the said MORTGAGEE is entitled to the possession of said property, by a receiver or otherwise, as the MORTGAGEE may elect.

TWELFTH. Anything herein to the contrary notwithstanding, the right of the MORTGAGEE to apply insurance proceeds against the indebtedness hereby secured or the proceeds of any eminent domain award against such indebtedness shall be subject in all respects to the obligations of the MORTGAGOR, as landlord under said F. W. Woolworth Co. lease, to repair or restore the improvements on said premises; and to the extent required under the terms of said lease, MORTGAGOR shall have the right to receive such proceeds from MORTGAGEE, subject to MORTGAGEE'S reasonable disbursement requirements, and to use such proceeds in such repair or restoration, provided always, MORTGAGOR is not, at the time, in default hereunder.

THIRTEENTH. MORTGAGOR hereby waives all right of redemption from sale under any order or decree of foreclosure of this Mortgage.