

As ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor hereby assigns to Mortgagee (with accountability only for sums accually received by it) all rents, royalties, or other income due or to become due under any or all-leases or rental agreements now or hereafter on or affecting said premises or any part thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other hydrocarbon substances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation, the right to collect and retain such rents, royalties and other income as they become due and payable; and should the premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned to Mortgagee, which shall pay or apply the same in the manner and to the extent herein provided for insurance money.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT:

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1. Until all indebtedness hereby secured be fully paid, Mortgagor shall before delinquency pay all taxes, assess ments, and charges, general or special, levied or charged against said premises or any part thereof, and deliver to Mortgage satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements in surved in form, amount and company or companies satisfactory to Mortgage, against loss by fire, windstorm and such other hazards as Mortgage may reasonably require, with customary mortgage's clauses in favor of Mortgage, and keep vite other hazards as Mortgage may reasonably require, which may demand, collect and receive any or all money become pay here policy or policies therefor deposited with Mortgage or or otherwise for the repair or items of such indebtedness as it may determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgage reformed at lies option apply the same or any part thereof on such item or items of such indebtedness are items and determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgage reform all liens and claims of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey allows, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof; and should Mortgager fail to fully perform any of his obligations hereunder, then Mortgage may at its option and without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mortgage to a sub state as a Mortgage or such actes and wortgage to do, and Mortgagor shall on demand repay to Mortgage the amount of all costs and expenses thereofs so policiated to do, and Mortgagor shall on demand repay to Mortgage the amount of all costs and expenses thereofs and a file or such actes thereon at ten per cent per annum from date of such payment by Mortgage until so a policiated to do, and Mortgagor sha

repaid by Mortgagor. 2. Said Mortgagor, in order more fully to protect the security of this mortgage does hereby covenant and agree that, together with and in addition to the payments herein provided, he will pay monthly during the life of this mortgage, to the Mortgagee on the first day of each month, until the said principal amount and interest are fully paid, a sum equal to one-twellth (1/12th) of the known or estimated yearly taxes, assessments and premiums for such insurance as may be required. The Mortgagee shall hold such monthly payments, without obligation to pay staterest thereon, to pay such taxes, assessments and insurance premiums when due. Mortgagor agrees that sufficient funds will be so accumulated for the payment of said charges one month prior to the due date thereof and that he will furnish Mortgagee with proper statements covering the same 15 days prior to the due date thereof. In the event of forefosuee of the premises herein, or if the Mortgagee should take a deed in lieu of forefosure, the amount so accumulated will be credited on account of the unpaid principal and interest. If the total of the monthly payments as made under this paragraph shall exceed the payments actually made by the Mortgagee, such excess shall be credited on subsequent monthly payments of taxes, assessments and insurance premiums when due, then such Mortgagor shall pay the amount necessary to make up the deficiency which payments shall be secured by this insurance. To the extent that all the provisions of this paragraph shall be relieved of compliance with the covenants contained in paragraph 1 herein as to the amounts paid only, but mothing contained in this paragraph shall be construed as in any way limiting the rights of the Mortgagee at its option to pay any and all of said items when due.

3. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when due, or in the faithful performance of any obligation of Mortgagor contained therein, or herein, or in any other instrument evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest thereon shall at Mortgagee's option become immediately due and payable.

1. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a decree for the sale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mortgago or any person claiming under him in or to said premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgage may determine, and Mortgage shall have the right to bid for and purchase same, or any part thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses of such sale or foreclosure proceedings, including cost of title evidence: (b) to Mortgage on the unpaid principal balance of all indebtedness hereby secured, including all sums advanced or expended by Mortgage hereunder; (b) to Mortgage on all interest due on said indebtedness including such advances and expenditures; and (d) the remainder, if any, to the Mortgagor or other person that purchase including such advances and expenditures; and (d) the remainder.

5. Mortgagec may at any time and from time to time without notice and without affecting the personal liability of any person for payment of any indebtedness hereby secured or the lien hereof on the remainder of said premises, do any or all of the following: (a) release any person liable for any indebtedness hereby secured; (b) release any part of said premises from the lien hereof; (c) by agreement with any person obligated on any indebtedness hereby secured or having any interest in said premises extend or renew all or any part of said indebtedness.

6. In the event of the passage after the date of this instrument of any law deducting from the value of the land for the purpose of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee shall immediately become due, payable and collectible without notice.

7. This mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.