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FIRST: That the lien created by this instrument is a first and prior lien and encumbrance on the above described land and improvements.

SECOND: To pay the indebtedness as in said note provided.

THIRD: To pay, on demand, the balance of Mortgagor's current account with said Bank, whether in respect of moneys advanced or paid to or for the use of the said Mortgagor, or charges incurred on his account, or in respect of negotiable instruments drawn, accepted, guaranteed or endorsed by him or on his behalf, and discounted or paid or held by said Bank either at Mortgagor's request or in the course of business or otherwise, or in respect of moneys which the said Mortgagor shall become liable to pay to said Bank in any manner whatsoever, and whether such moneys shall be paid or incurred on Mortgagor's behalf alone or jointly with any other person or persons or corporation.

FOURTH: To procure and maintain policies of fire, windstorm, and explosion insurance on the buildings erected and to be erected upon the above described premises in a company or companies acceptable to Empire State Bank to the amount of TWENTY SEVEN THOUSAND ONE HUNDRED SEVENTY & NO/100-----

-----Dollars (\$ 27,170.00 -----) with no co-insurance clauses in the policies of insurance unless Empire State Bank shall consent thereto in writing, the losses, if any, payable to Empire State Bank. It is further agreed that all policies of insurance of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debts hereby secured, shall be constantly assigned, pledged and delivered to said Empire State Bank for further securing the payment thereof and that all renewal policies shall be delivered to Empire State Bank at least three (3) days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as Empire State Bank may elect. If any of said agreements be not performed as aforesaid, then said Empire State Bank may effect and procure such insurance, paying the cost thereof, and for the repayment of all moneys thus paid with interest thereon from the time of payment at the rate of eight per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note and other indebtedness hereby secured.

Empire State Bank is hereby expressly authorized and empowered by the Mortgagor to collect and receive from any insurer issuing policies of any kind covering said premises, all such amounts as may be due or payable to the Mortgagor by way of unearned premiums or otherwise, on any such policy or policies of insurance, should said policy or policies of insurance be at any time cancelled for any cause or upon any ground, and upon the receipt of such unearned premium from such insurer or insurers, Empire State Bank is hereby authorized and directed to give a receipt therefor in the name, behalf and stead of the Mortgagor, as his agent. Empire State Bank is hereby further expressly given by the mortgagor full power to endorse his name upon any checks or vouchers given in payment of said premiums so that the signature of Empire State Bank shall be taken with like effect as if the Mortgagor had individually signed or endorsed said checks or vouchers. All such moneys as shall be thus collected and received by Empire State Bank may be applied by it to the cost of procuring other insurance on the property conveyed by this mortgage, and any excess remaining, if any, to be applied toward payment of interest and/or principal then or thereafter accruing.

In the event of foreclosure hereunder, the Mortgagee shall have full and complete power to assign to the purchaser or purchasers at such foreclosure sale any and all policies of insurance which may then be in force and effect upon the property hereby conveyed for the full unexpired term of such policy or policies, and the Mortgagor shall not be entitled to have said insurance cancelled and to receive the unearned premium thereon.

FIFTH: That the whole of the principal sum of said note, or so much thereof as shall remain unpaid, and the whole of any indebtedness in favor of said Bank as provided in paragraph numbered Third hereof, shall become due at the option of Empire State Bank, in the case of the actual or threatened demolition or removal of any building erected upon said premises, or in the case of the acquisition for public use, condemnation of, or exercise of the right of eminent domain by any public authority with respect to any portion of said lands and improvements, anything herein contained to the contrary notwithstanding.

SIXTH: To pay for and leave with the third party, until full payment of said secured indebtedness, complete abstract(s) of title to the above described real estate, with all customary certificates hereto, or in lieu thereof, at the option of the third party, a mortgagee's title insurance policy issued by a title company acceptable to the third party, which shall become the property of purchaser at any foreclosure sale hereunder. To execute any further necessary assurance of the title to said premises and will forever warrant said title.

SEVENTH: To keep all buildings and other improvements on said premises in good repair and neither to commit nor suffer any waste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable. If any of said agreements be not performed as aforesaid, Empire State Bank may, without notice or demand, effect and procure all repairs in its opinion necessary to preserve the security of this instrument, paying the cost thereof, and for the repayment of all moneys thus paid with interest thereon from the time of payment at the rate of eight per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note and other indebtedness hereby secured.

EIGHTH: To pay forthwith all taxes, assessments and public charges, general and special, and penalties now existing against said lands and improvements and to pay when due and payable all taxes, assessments and public charges, general and special, and penalties hereafter becoming due thereon or therefor and to exhibit to Empire State Bank all receipts or other satisfactory evidence of such payment; and to keep said lands and improvements free from all liens and claims of every kind, whether statutory or otherwise, and to protect the title and possession of said premises so that this mortgage shall be and remain a first lien thereon. If any of said agreements be not performed as aforesaid, Empire State Bank, without notice to or demand from the Mortgagor, may pay such tax, assessment, charge and penalties, or any part thereof, and may also pay the final judgment of any lien, or any claims which is or may become a lien, charge or encumbrance on said land and/or improvements, including attorney's fees and all costs incurred or expended in the defense of any lien, claim or suit, and the Mortgagor agrees to repay any amount so paid, to Empire State Bank, with interest thereon at the rate of eight per cent per annum, without notice or demand, and for such repayment with interest these presents shall be security in like manner, and with like effect as for the payment of said note and other indebtedness hereby secured. Anything