

Page 2

AND THE MORTGAGOR, for Mortgagor's heirs, administrators, successors, and assigns, does hereby covenant and agree with the Mortgagee and its successors and assigns, to pay the principal sum of money and interest as above specified; to pay all taxes and assessments now due or that may hereafter become due upon said real estate before penalty attaches thereto; to keep any buildings on said premises insured by companies approved by the Mortgagee against loss by extended fire and windstorm for at least the principal sum due on this mortgage, and to deliver to said Mortgagee the policies for such insurance with mortgage clause attached in favor of said Mortgagee, or its successors or assigns; to pay, when due, both principal and interest of all prior liens or encumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or encumbrances; to permit no waste on said premises and to keep said premises in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorneys' fees incurred by said Mortgagee, or its successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

THAT in the event the undersigned shall convey or otherwise transfer, except for leases and except for conveyances and transfers between themselves and their conduits, all or any part of their interest in all or any part of the premises described in the mortgage securing said indebtedness whereby the title becomes vested in any other person, without obtaining in each instance, the written approval of the Mortgagee hereof, or in the event of any default in the payment of any installment or any part thereof when due hereunder, or in the performance of, or compliance with, any of the covenants or conditions of this mortgage, then in any such case the entire unpaid principal of this mortgage, with all accrued interest thereon, if any, shall, at the option of the Mortgagee hereof, become immediately due and payable without notice. Failure to exercise this option, however often, shall not constitute a waiver of the right to exercise it thereafter.

THAT no building or other property now or hereafter covered by the lien of this Mortgage shall be removed or demolished without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this Mortgage.

THAT the Mortgagee and any persons authorized by the Mortgagee shall have the right to enter and inspect the premises at all reasonable times; and that if, at any time after default by the Mortgagor in the performance of any of the terms, covenants or provisions of this Mortgage or the Note, the maintenance of the premises shall be determined by the Mortgagee to be unsatisfactory, the Mortgagor shall employ, for the duration of such default, as managing agent of the premises, any person from time to time designated by the Mortgagee.

THAT the rights of the Mortgagee arising under the clauses and covenants contained in this Mortgage shall be separate, distinct and cumulative and none of them shall be in exclusion of the others; that no act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding.

THAT the Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue for any sums whether interest, damages for failure to pay principal or any installment thereof, taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the principal sum secured or any other sums secured by the note and mortgage shall be due and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor including an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

THAT in case of failure on the part of the Mortgagor to make the payments due herein or to pay said taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the Mortgagee, or its successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon, or purchase such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment and shall be impressed as an additional lien upon said premises and be immediately due and payable from the Mortgagor, and Mortgagor's heirs, administrators, successors, or assigns to said Mortgagee, or its successors or assigns; that this mortgage shall, from date thereof, secure the repayment of such advances.