

THIRD: Mortgagor will keep all buildings, fences and other improvements on the said land in as good repair and the same shall not be destroyed or removed without the consent of Mortgagee and Mortgagor will not commit or allow any waste on said premises, nor do any other act whereby the property hereby conveyed shall become less valuable; that the premises shall not be used for any illegal or disreputable business or used for a purpose which will injure or render said premises unfit or less desirable for their present uses and purposes; that no unnecessary accumulation of combustible material shall be permitted on the premises; that all fixtures now installed, or which may hereafter be installed on or about the improvements on said premises shall be kept in a good state of repair so that the same may be suitable and useful for the purposes for which they have been or may be installed and so that damage will not result to the improvements or any portion thereof from a failure to maintain such fixtures in proper repair, and in case any damage should result from any cause, proper and suitable repairs will be immediately made and installed so that the improvements on said premises will be maintained in good condition, ordinary wear and tear excepted.

FOURTH: Mortgagor will pay all taxes, charges or assessments of every kind and nature that may be levied or charged on said premises herein described, as soon as same may be due, collectible and payable, and will, before the first day of each month following the period when said payment is due, deliver to Mortgagee, its successors and assigns, the receipt of the proper officer showing the payment of same, and also pay any and all taxes or charges upon the interest of Mortgagee therein, or upon this mortgage, or upon the said debt, or other sums hereby secured to whomsoever assessed, including personal taxes, except where

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mortgagors are prohibited by statute from so doing. For the purpose of providing funds with which to pay the general taxes against the premises hereinabove described, Mortgagor will deposit with Mortgagee on the first day of each and every month, commencing with the month in which the first payment of principal and interest becomes due under said note, an amount equal to 1/12th of the general real estate taxes last levied against said premises. If at the time tax bills are issued for the general real estate taxes levied against said premises for any year and the amount theretofore deposited with the holder of said note shall be less than the amount of the general real estate taxes for such year, then Mortgagor will deposit with Mortgagee the difference between the amount theretofore deposited hereunder and the amount of said general real estate taxes for such year within ten days prior to the penalty date of such tax bills. Said deposits shall be applied in payment of general real estate taxes when the same become due and payable. No interest shall be allowed to Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart.

FIFTH: It is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums on the policies of fire and other hazard insurance covering the premises, Mortgagor shall deposit with Mortgagee on the first day of each month commencing with the month in which the first payment of principal and interest becomes due under said note, an amount equal to the premiums that will next become due and payable on such policies divided by the number of months to elapse prior to the date when such premiums become delinquent. No interest shall be allowed to the Mortgagor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart.

SIXTH: Mortgagor will keep said premises free from all judgments, mechanics' liens and all other statutory liens of whatsoever nature.

SEVENTH: So long as any balance remains unpaid on the note secured hereby, the management and maintenance of the nursing home to be constructed on the premises shall be under the supervision of a supervisor subject to Mortgagee's approval, which approval shall not be unreasonably withheld.

EIGHTH: Reference is made to a security agreement bearing even date herewith by and between Mortgagor as Debtor and Mortgagee as Secured Party. It is covenanted and agreed that a default under said security agreement shall constitute a default hereunder on account of which the Mortgagee hereby may declare the entire indebtedness evidenced by said note to be immediately due and payable and foreclose this mortgage immediately or at any time such default occurs.