

MORTGAGE RECORD 85

or damage to the mortgaged property and will not adjust or settle such loss without written consent of Mortgagee. In event of foreclosure of this mortgage, all right, title and interest of the Mortgagor in and to any insurance policy then in force shall pass to the purchaser at the foreclosure sale and Mortgagee is hereby appointed attorney in fact for the Mortgagor to assign and transfer said policies.

8. The Mortgagor will comply with all other acts, rules, regulations, orders and directions of any legislative, executive or judicial body or official applicable to the mortgaged property, or any part thereof, or to the Mortgagor or the operation of its business; provided, however, that the Mortgagor may contest any acts, rules, regulations, orders and directions of the bodies or officials referred to in this paragraph in any reasonable manner which will not, in the opinion of the Mortgagee, adversely affect their rights.

9. The Mortgagor will not, to the prejudice of the Mortgagee, sell, lease, transfer, alienate, deteriorate, encumber, mortgage or pledge its interest, or any part thereof, in any of the mortgaged property or assets, whether now owned or hereafter acquired except by purchase money lien upon property hereafter acquired and other liens upon such property at the time of the acquisition thereof.

10. The Mortgagor will, from time to time, promptly upon acquisition thereof, give to the Mortgagee a complete description in writing of all property acquired by the Mortgagor after the date hereof and of all property owned by it, or in which it has any interest, including particularly, but not limited to, all improvements made on property now owned or hereafter acquired, stating the nature, cost, quantity and amount of such property so acquired or improvements made; that such property shall, immediately upon acquisition, become subject to the lien of this mortgage.

11. The Mortgagor, for better security of the indebtedness hereby secured, will, from time to time forthwith upon the request of the Mortgagee, make, execute, acknowledge and deliver to the Mortgagee, further deeds, mortgages, pledges and/or assignments of all property acquired by it after the date hereof (all in form satisfactory to the Mortgagee), and pay all expenses incident thereto.

12. The Mortgagor will make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further deeds, mortgages, assignments, pledges, instruments, transfers and assurances as shall be required by the Mortgagee, for the better conveying, mortgaging, assigning, pledging, assuring and confirming unto the Mortgagee, the mortgaged property hereby conveyed or intended so to be, and upon request by the Mortgagee, it will, at any time, and from time to time, forthwith execute, acknowledge and deliver such deeds, mortgages, assignments, pledges, instruments, transfers and/or assurances and do or cause to be done all such acts as shall be required by the Mortgagee, for effectually carrying out the intent hereof.

13. The Mortgagor will maintain an accounting system satisfactory to Mortgagee; will allow Mortgagee to inspect at any time all records pertaining to the mortgaged property; and will furnish promptly and fully at any time, upon written request and in such form as Mortgagee may require, certified audits of Mortgagor's books of account with respect to said property and any and all additional information concerning said property and Mortgagor's business, past operations and prospects.

14. In case of the failure of the Mortgagor, as above provided, to keep the mortgaged property in good repair and operating condition, to pay all taxes and assessments, to keep the mortgaged property free from liens of mechanics or material men or to keep itself, its subsidiaries and affiliates, and the mortgaged property insured as above covenanted, then the Mortgagee may, at its option, place the mortgaged property or cause it to be placed in good repair and operating condition, or settle such taxes or assessments, including accrued penalties, if any, at any time after said taxes or assessments shall have become due and payable, contest any and all taxes and assessments whenever, in the opinion of the Mortgagee, such contest is necessary, redeem the mortgaged property or any part thereof from any sale or forfeiture for any tax or assessment or purchase any tax title obtained or that shall be obtained thereon, pay any judgments based upon such tax levies, pay, settle or contest any claim against the mortgaged property, including any lien or claim for lien of mechanics or material men filed or imposed against the mortgaged property, and procure such insurance as is above described. All moneys paid for any such purpose and any other moneys disbursed by the Mortgagee to protect the lien of this mortgage, with interest thereon from the date of payment at the rate of 5% per annum, shall be promptly paid to the Mortgagee by the Mortgagor upon demand and, if not so paid, shall become additional indebtedness secured by this mortgage and be included in any judgment or decree foreclosing the same, and be paid out of the rents, issues, income and profits, or out of the proceeds of the sale of the mortgaged property. The Mortgagee shall be the exclusive judge as to the necessity of such repairs and as to the validity of such tax title, taxes or assessments or of sales therefor, or judgment thereon, or of liens of mechanics or material men, and the necessity for such insurance and as to the necessity of advancing money for those purposes as above authorized. Nothing herein contained shall be construed to require the Mortgagee to advance or expend any money for such repairs, taxes, assessments, tax titles, judgments, liens of mechanics or material men, insurance or for any other purposes.

15. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee. Such judgments, decrees and awards and assignments thereof and all other obligations received by the Mortgagee under the provisions of this mortgage shall be held and collected by the Mortgagee, who shall, however, be under no liability or accountability whatsoever for the collection thereof. The Mortgagee may apply the proceeds thereof and the proceeds of any insurance policy collected by the Mortgagee on account of loss or damage to any part of the mortgaged property to the indebtedness secured hereby in such manner as it may elect, and the Mortgagee is hereby authorized in the name of the Mortgagor to execute and deliver valid releases of such obligations and valid acquittances for and to appeal from any such award, judgment, or decree. The Mortgagee may apply the proceeds of such judgments, decrees, awards, or insurance policy to replace the property damaged or destroyed.

16. Time is of the essence hereof and, if default should be made in the observance or performance of any of the covenants, conditions or obligations expressed in this mortgage, or in the Note, or if there shall be discovered by the Mortgagee, any failure of the Mortgagor to disclose any fact deemed by the Mortgagee to be material in any application of the Mortgagor to the Mortgagee for a loan, or any extension or renewal thereof, and/or any misrepresentation by, on behalf of, or for the benefit of the Mortgagor in any application for such a loan, or any extension or renewal thereof, or in any agreement, affidavit, certificate, exhibit, or instrument executed and delivered to the Mortgagee in connection therewith, or if the Mortgagor, or any party liable for the indebtedness secured hereby, shall become a party to any attempt to extend, adjust or compromise any liability of the Mortgagor or reorganize the Mortgagor under the bankruptcy laws of the United States, shall file a voluntary petition in bankruptcy, make an assignment for the benefit of any creditor, be declared bankrupt or insolvent, or if final judgment, order or decree for the payment of money shall be rendered against the Mortgagor and the Mortgagee shall not discharge the same or cause it to be discharged within ten (10) days of the rendition thereof, or shall not appeal therefrom in such manner as to preclude or conclusively set aside the execution of, or levy under said judgment, order or decree, or, if the mortgaged property be placed in control or under custody of any court, or, if the Mortgagor abandon any of the mortgaged property, or if the mortgagee shall, for any reason deem itself insecure, or if at any time the current assets of the Mortgagor shall be less than the current liabilities as determined in accordance with good accounting practice, then, in any such case, the Mortgagee is hereby authorized and empowered, at its option, without affecting the lien hereby created, or the priority of said lien, or any right of Mortgagee under this Mortgage;

(a) To perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine, and enter upon the mortgaged property, inspect, repair and maintain the same and perform such other acts thereon as Mortgagee shall deem necessary and advance such moneys as Mortgagee shall deem advisable for any of the aforesaid purposes, and all moneys so advanced by Mortgagee, with interest thereon from date advanced until repaid at the rate of five per cent (5%) per annum, shall be secured hereby, and shall