

In the Mortgaged Property except as required by law or municipal ordinance, or authorized by Mortgagee; not to suffer any lien of mechanics or materialmen, or any other lien or claim for lien not expressly subordinated to the lien hereof to attach to the Mortgaged Property; to pay when due, any Indebtedness which may be secured by a lien or charge on the Mortgaged Property superior to the lien hereof; and on the request to exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien or claim. Mortgagee shall have the right to inspect the Mortgaged Property at all reasonable times and access thereto shall be permitted for such purpose.

4. **Optional Payments by Mortgagee.** Mortgagee may (but shall not be required to) make any payments necessary to remove or extinguish any prior or outstanding title, lien, or encumbrance on the Mortgaged Property, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the Mortgaged Property, shall be secured by this mortgage, and may be recovered, with interest at the per annum rate due on the Indebtedness, in any suit for the foreclosure of this mortgage.

5. **Assignment of Rents and Possession.** Mortgagors hereby pledge and assign to Mortgagee all rents, deposits, and income arising at any time from the Mortgaged Property, together with all leases and other similar documents pertaining to the Mortgaged Property as additional and collateral security for the payment of the Indebtedness. Mortgagors also authorize Mortgagee or its agents at their option, upon default, and without appointment of a receiver or other judicial intervention, to take possession of the Mortgaged Property and to collect all rents and income and apply them to payment of the interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the Mortgaged Property in such condition as Mortgagee deems appropriate, or to apply them to other charges or payments provided for in this mortgage. All lessees under any such leases are hereby authorized to make all lease payments to Mortgagee upon demand by the Mortgagee. This right to possession and rent assignment shall continue in force until the Indebtedness is fully paid. The taking of possession by Mortgagee shall not prevent or retard Mortgagee in the collection of said sums by foreclosure or otherwise. Nothing contained in this paragraph shall be construed to bind Mortgagee to the performance of any obligations under said leases, except for giving lessees' proper credit for rent payments received by Mortgagee. Mortgagors, without first obtaining the written consent of Mortgagee thereto, shall not (a) assign the rents, or any part thereof, from the Mortgaged Property; (b) consent to the cancellation or surrender of any lease of the Mortgaged Property, or any part thereof, now existing or hereafter to be made, having an unexpired term of one year or more; (c) modify any such lease so as to shorten the unexpired term thereof, or so as to decrease the amount of the rent payable thereunder; or (d) collect rent from the Mortgaged Property for more than one month in advance. This paragraph shall be superseded by any separate assignment of leases, rent and profits or other similar instrument which Mortgagors may execute in favor of Mortgagee as additional security for repayment of the Indebtedness.

6. **Taxes and Assessments.** Mortgagors hereby agree to pay all taxes and assessments general or special, and all liens and judgments which may be assessed or imposed, or levied upon the Mortgaged Property, or upon the interest of Mortgagee therein, or upon this mortgage or the debt secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon Mortgagee, and that upon violation of this undertaking or the passage of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon Mortgagee, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by Mortgagors as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured, is immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted. Mortgagors further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the real estate of any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to Mortgagee on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

7. **Deposits.** Mortgagors, in addition to the required payments of principal and interest, agree to pay to Mortgagee monthly, commencing with the first installment of principal and interest, a sum equal to the premiums which will next become due on policies of fire or other insurance required by this mortgage, plus taxes and assessments next due on the Mortgaged Property (all as estimated by Mortgagee), less all sums already paid therefor or deposited with Mortgagee for payment thereof divided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become due, such sums to be held by Mortgagee without interest to pay such premiums, taxes, and assessments when due. If the amount of such deposits shall exceed payments made by Mortgagee for such premiums, taxes, and assessments, the excess shall be credited on subsequent payments to be made by Mortgagors. If such deposits shall be insufficient to pay such insurance premiums, taxes, and assessments when due, Mortgagors will pay to Mortgagee the amount of the deficiency on the first day of the month following determination of the deficiency. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the Mortgaged Property, or if the Mortgaged Property is otherwise acquired after default, Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of such proceedings or at the time the Mortgaged Property is otherwise acquired, the amount of such deposits as a credit on the interest accrued and unpaid and the balance, if any, to principal then remaining unpaid on the Note. The above provision for monthly tax and insurance deposits shall remain inoperative until Mortgagors shall receive written request from Mortgagee to commence payment thereof.

8. **Maintenance Reserve Deposit.** Mortgagors, in addition to the required payments of principal and interest, agree to pay to Mortgagee monthly, commencing with the first installment of principal and interest, a sum equal to N/A percent (%) of the estimated gross annual rents of the Mortgaged Property, which sum as of the date hereof is \$. This maintenance reserve deposit provision will remain inoperative until Mortgagors shall receive written notice from Mortgagee to commence payment of such reserve deposit payments.

9. **Appraisals.** In the event Mortgagee is required by applicable law or regulation (or by its lending policies) at any time while any part of the Indebtedness remains outstanding to obtain a new appraisal of the Mortgaged Property, Mortgagors agree that on any and all such occasions and upon Mortgagee's request Mortgagors will promptly reimburse Mortgagee for the costs of any and all such appraisals.

10. **Oil, Gas, and Minerals.** As additional and collateral security for the payment of the Indebtedness, Mortgagors hereby assign to Mortgagee, its successors and assigns, all of the rents, profits, revenues, royalties, bonuses, rights, and benefits accruing under any and all oil, gas, or mineral leases now on said property or which may hereafter be placed thereon, and the lessee, assignee, sub-lessee, or purchaser of the oil, gas or other minerals is hereby directed, upon production of this mortgage, or a copy thereof, to pay the said rents, profits, revenues, royalties, bonuses, rights, and benefits to Mortgagee, its successors and assigns. This provision shall terminate and become void upon the release of this mortgage. The provisions of this paragraph shall not be construed as a reservation by Mortgagors, nor as a grant or consent by Mortgagee, or a right to make such oil and gas leases.

11. **Default; Waiver of Rights.** If such payments be made as are herein specified, this conveyance shall be void, but if the Indebtedness, or any part of the Indebtedness or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of the Note and all Indebtedness secured hereby shall immediately become due and payable at the option of Mortgagee without notice to Mortgagors or further demand and Mortgagee may foreclose this mortgage by judicial proceeding. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure including, but not limited to, costs of documentary evidence and title evidence. Mortgagee shall also be entitled to collect reasonable attorneys' fees incurred in enforcing the provisions hereof, to the extent permitted