

5. That he will keep all buildings and structures now on said premises or hereafter placed thereon in good repair and in as good condition as they now are; and that he will complete all buildings or other structures being or about to be built thereon within six months from the date hereof. The mortgagor will permit no waste upon the mortgaged premises. The mortgagor further covenants to keep all buildings, improvements and fixtures that may be upon the premises insured against loss or damage by fire in an amount not less than the sums remaining unpaid secured by this mortgage and to carry such other kinds and amounts of insurance as in the mortgagee's judgment shall be adequate to protect the mortgaged property. All insurance policies shall be carried in a company or companies to be named by the mortgagee in all respects in form satisfactory to the mortgagee and payable in case of loss to the mortgagee and shall be deposited with it. All sums paid to the mortgagee by any insurance company pursuant to the contract of insurance may, at the option of the mortgagee, be applied to the debt or released for the repair or rebuilding of the premises.

6. That if he default in any of the covenants or agreements contained herein, or in said note, then the mortgagee may perform the same, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of six per centum (6%) per annum, and shall be repayable by the mortgagor to the mortgagee, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

7. That if there is a default, regardless of whether or not the mortgagee elects to foreclose this mortgage, the mortgagee may collect all rents which may become due on the above property, deduct therefrom any necessary operating expenses and five per centum (5%) of the gross rents collected as compensation for making the collections, and apply the remainder on the balance due on the mortgage.

8. That the mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and that the mortgagor will pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the mortgagee may appear.

9. That if the mortgagor shall well and truly pay, or cause to be paid, the promissory note secured hereby, with interest as it shall become due and payable, and shall make all other payments provided for herein and therein, and shall otherwise comply with and perform the conditions and covenants herein contained, then this indenture and the estate hereby granted shall be null and void; otherwise, to remain in full force and virtue. It is, however, distinctly understood and agreed that if the interest on the aforementioned note, or the principal thereof, shall not be punctually paid when the same becomes due and payable, as is provided in said note, or in case of any other default under the terms of this mortgage, then and in such case the principal sum of said promissory note and interest therein shall, at the option of the mortgagee, become immediately due and payable, and proceedings may forthwith be had by the mortgagee for recovery of the same, either by suit on said note or by foreclosure on this mortgage, anything in said note or in this indenture contained to the contrary thereof notwithstanding. In any decree of foreclosure of this mortgage, all costs, including a reasonable attorney's fee, shall be included in the judgment, and in case such foreclosure suit is settled before judgment is recorded therein, such costs shall nevertheless be paid.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of, the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words used shall