



REAL ESTATE MORTGAGE INCLUDING ASSIGNMENT OF RENTS

MAIL TO BRANCH STAMPS

TO

89520734

THE GOVERNANTS' CONDITIONS, PROVISIONS AND ASSIGNMENT OF RENTS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE):

1. Mortgages shall keep the improvements on the Property insured against any loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgages may require. (Through insurers approved by Mortgages, in amounts not less than the unpaid balance of the indebtedness plus any other indebtedness secured by the Property, without cost insurance. The policies shall contain the standard mortgage clause in favor of Mortgages and, unless Mortgages otherwise agrees in writing, the original or, if this is not a first mortgage, a certificate or memorandum copy of all policies covering the Property shall be deposited with Mortgages. Mortgages shall promptly give notice of loss to insurance companies and Mortgages's option, to the installment of the Note in the inverse order of their maturities or to the restoration of the improvements on the Property.

2. Mortgages covenants: to keep the Property free from other liens and encumbrances superior to the lien of this mortgage; to pay all superior liens or encumbrances as they fall due; to keep the Property in good and tenable condition and repair; and to restore or replace damaged or destroyed improvements and fixtures; not to commit waste or permit waste or permit waste to be committed upon the Property; not to remove, demolish or materially alter any part of the Property without Mortgages's prior written consent, except Mortgages may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility; to comply with all laws, ordinances, and regulations affecting the Property; to permit Mortgages and its authorized representatives to enter the Property at reasonable times to inspect it and at Mortgages's option, repair or restore it; if this is a first mortgage, to pay Mortgages sufficient funds at such times as Mortgages designates, to pay the estimated annual real estate taxes and assessments on the Property and all property insurance premiums (hereinafter "Escrow"), but, if not designated to be paid to Escrow, to pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, and to pay the property insurance premiums when due. Upon Mortgages's failure to perform any duty herein, Mortgages may, at its option and without notice, perform such duty, including without limitation paying any amount and the cost of such performance shall be due on demand and secured by this mortgage, bearing interest from date incurred until date paid at the rate of such performance rate disclosed on the note of even date herewith or the highest rate allowed by law. No interest will be paid on funds held in Escrow and they may be commingled with Mortgages's general funds.

3. Mortgages, without notice, and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any lien or liens thereon, may release any part of the Property or any person liable for any indebtedness secured hereby, without in any way affecting the liability of any party to the indebtedness and mortgage and without in any way affecting the priority of the lien of this mortgage, to the full extent of the indebtedness resulting unpaid hereunder, upon any part of the security not expressly released, and may agree with any party obligated on the indebtedness or having any interest in the security described herein to extend the time for payment of any or all of the indebtedness secured hereby. Such agreement shall not, in any way, release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security, which interest is subject to said lien.

4. Upon default by Mortgages in any term of an instrument evidencing part or all of the indebtedness; upon Mortgages or a surety for any of the indebtedness ceasing to exist, becoming insolvent or a subject of bankruptcy or other insolvency proceedings; or upon breach by Mortgages or any co-mortgagee or other provision herein, all the indebtedness shall be accelerated and become immediately due and payable; Mortgages shall have lawfully provided, including foreclosure, but failure to exercise any remedy shall not waive it and all remedies shall be cumulative rather than alternative; and in any suit to foreclose the lien hereof or enforce any other remedy of Mortgages under this mortgage or any instrument evidencing part or all of the indebtedness, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgages, including but not limited to attorney's and title fees.

5. Mortgages may waive any default which would have any other subsequent or prior default by Mortgages. Upon the commencement or during the pendency of an action to foreclose this mortgage, or enforce any other remedies of Mortgages under it, without regard to the adequacy of the Property as security, the court may appoint a receiver of the Property (including home-leased interests) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits to be held and applied as the court may direct, invalidly or unenforceability of any provision of this mortgage shall not affect the validity or enforceability of any other provision. The covenants and agreements of all Mortgages are joint and several. This mortgage benefits Mortgages, its successors and assigns, and binds Mortgages(s) and their respective heirs, executors, administrators, successors and assigns.

6. If all or any part of the Property or either a legal or equitable interest therein is sold or transferred by Mortgages without Mortgages's prior written consent, excluding transfers by devise or descent or by operation of law upon the death of a joint tenant or a partner or by the grant of a leasehold interest in a part of the Property of three years or less not containing an option to purchase, Mortgages may, at Mortgages's option, declare all sums due and payable to Mortgages immediately due and payable to the extent allowed by law and the notes) hereunder and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

7. Assignment of Rents. To further secure the indebtedness, Mortgages hereby assigns, assigns and transfers into the mortgage all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to, or any being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements unto Mortgages, and Mortgages does hereby appoint Mortgages its true and lawful attorney (with or without allowing Mortgages to sell, in its discretion determine, and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due.

Mortgages represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said Property has been or will be waived, released, reduced, discontinued or otherwise discharged or compromised by the Mortgages or Mortgages's attorney, or any right of the Mortgages in possession of any portion of the Property. Mortgages agrees not to further assign any of the rents or profits of the Property.

Nothing herein contained shall be construed as constituting the Mortgage a mortgage in possession in the absence of the taking of actual possession of the Property by the Mortgage. In the exercise of the powers herein granted Mortgage, its liability shall be asserted or enforced against Mortgage, all such liability being expressly waived and released by Mortgage.

Mortgages further agrees to assign and transfer to Mortgage by separate written instrument all future leases upon all or any part of the Property and to execute and deliver, at the request of the Mortgage, all such future assurances and assignments as Mortgage shall from time to time require. All leases affecting the Property shall be submitted to Mortgage for its approval prior to the execution thereof. All approved and executed leases shall be specifically assigned to Mortgage by instrument in form satisfactory to Mortgage.

Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly understood and agreed that Mortgage shall not exercise any of the rights or powers conferred until the mortgage conferred until the mortgage shall be in default.