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The Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns:

1. That he will pay, when due, the indebtedness hereby secured, with interest, as preserthed by soid note, and all taxes, liens and utility charges upon said premises or for services furnished thereto.

2. That he will not commit or permit strip or waste of the said premises or any part thereof: that he will keep the real and personal property hereinabove described in good order and repair and in tenantable condition; that he will promptly comply with any and all municipal and governmental rules and regulations with reforence thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagee shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building or hulldings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagee may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagee in an aggregate amount not less than the amount of the indebtedness hereby secured (unless the full insurable value of such building or buildings is less than the amount bereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagee shall require and shall provide, in such form as the Mortgagee may prescribe, that loss shall be payable to the Mortgagee; that all such policies and receipts showing full payment of premiums therefor shall be delivered to and retained by the Mortgagee during the existence of this mortgage; that at least 5 days prior to the exNE

piration of any policy or policies he will deliver to the Mortgagee satisf a factory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which " the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagee may require, provide the Mortgagee with all such evidence as it may require, provide the formance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagee that the in-surance is prejudiced by the acts or omissions of the Mortgagor or that strange is prepared by the action ourself of the second state and things and obtain such further insurance as the Mortgage may require; that the Mortgagee may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the in-debtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagee.

That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or per-formed; the Mortgagee may; at its option, but without any obligation on its part to so do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 10% per annum and shall be secured hereby

That he will not, without the prior written consent of Mortgagee 6 transfer his interest in said premises or any part thereof, whether or not transfer his interest in said premises or any part thereol, whether or not the transfere assumes or agrees to pay the indebtedness hereby secured. Upon any application for Mortgagee's consent to such a transfer, Mort²⁹ gagee may require from the transferee such information as would normally be required if the transferee were reprinting applicant. Mort-gagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may, in its discretion, impose a service charge not exceeding one pertently of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by not more than one percent per annum

7. That, if any default be made in the payment of the principal or interest of the indelatedness hereby secured or drittle performance of any E_{i} , of the covenants or agreements of this mortgage, the Mortgagee may, at is option, without notice, declare the entire sum secured by this mort-gage due and payable and foreclose this mortage.

COMMERSE. That, in the event of the institution of any suit or action of close this mortgage, the Mortgagor will pay such sum as the trial court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagee shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or de-cree therein be entered and all such sums are secured hereby; that in cree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and with-out regard to the condition of the property or the adequacy of the se-curity for this indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had theretofore arisen or accrued or which imaging the property and collect and receive any of such suit, that any which may arise or accrue during the pendency of such suit, that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default:

9. The word "Mortgagor", and the language of this instrument shall, where there is more than one mortgagor, be construct as plural and be binding jointly and severally upon all mortgagors and the word "Mort-gagee" shall apply to any holder of this mortgage. Masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors and assigns and inure to the benefit of the successors and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involun-tary or by operation of law, the Mortgagee may, without notice to the Mortgager or any one else, once or often, extend the time of payment or grant renewals of indebtedness hereby secured for any term, execute re-leases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal primary liability of the Mortgagor for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived danless the same be expressly waived in writing by the Mortgagee. When-ever any notice, demand, or request is required by the terms hereof or -by any law now in existence or hereafter enacted, such notice, demand ar request shall be sufficient if parcendity sarray of one and or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a postpaid envelope addressed to one or more of such persons or to the Mortgagor at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office, station or letter box 1 eee SUC

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January 18. 19 79	and he,
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Personally appeared the above named <u>James R.</u> Merrilees and Barbara J. Merrilees	
their voluntary act and deed. Before me: (SEAL)	authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:
My commission expires: My Commission Expires June 12, 1982	My commission expires:
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