

2. Title to Property, 2.1 Authority, etc. Grantor represents and warrants that (a) it is the absolute owner of the legal title to the Property, (b) it has good and lawful right and authority to execute this Mortgage and to convey the Property to Grantee as provided herein. Grantor at its expense, will warrant and defend to Grantee and to its successors and assigns such title to the Property and the interest of Grantee on and in the Property against all claims and demands and will maintain and preserve such lien so long as the Note is outstanding.

2.2 Taking by Eminent Domain, etc. Grantor agrees that any and all award and awards heretofore made and hereafter to be made to the present and all subsequent owners of the premises covered by this Mortgage by reason of the exercise of the right of eminent domain, by any one or any authority having such right, including any award or awards whether for a taking of title or possession and any award or awards for any change or changes of grade of streets affecting such premises, are hereby assigned to the Grantee; and the Grantee, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award and awards from the authorities or parties making the same, and to give proper receipts and acquittances therefor, and may, at the Grantee's election (1) apply the same or any part thereof upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured; (2) use the same or any part thereof to fulfill any of the covenants contained herein as the Grantee may determine; (3) use the same or any part thereof to replace or restore the property to a condition satisfactory to the Grantee, or (4) release the same or any part thereof to the Grantor; and the Grantor hereby covenants and agrees to and with the Grantee, upon request by the Grantee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the Grantee free, clear and discharged of any and all encumbrances of any kind and nature whatsoever.

3. Recordation, etc. Grantor at its expense will at all times cause this Mortgage, and any amendment or modification hereof or supplement hereto, to be recorded and filed and to be kept recorded and filed in such manner and in such places, and will pay all such recording, filing or other taxes, fees and other charges, and will comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the status of this Mortgage as a valid conveyance of all property included in the Devised Estate (including, without limitation, any such property acquired after the execution hereof), the rights of Grantee hereunder, and their respective successors and assigns.

4. Payment of Taxes, etc. Grantor will duly and punctually pay as and when the same shall become due and before same shall become delinquent or any penalty attaches thereto for nonpayment all taxes, assessments and charges of every nature and to whomever assessed that may now or hereafter be levied or assessed upon the mortgaged premises or any part thereof, upon the rents, issues, income or profits thereof; whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and to submit to the Grantee such evidence of the due and punctual payment of such taxes, etc. as the Grantee may require. Grantor will pay to Grantee on each date upon which installments or principal and interest are payable, such amounts as Grantee from time to time estimates as necessary to create and maintain a reserve fund from which to pay, as the same become due, taxes and assessments as are herein covenanted to be paid by Grantor; payments from said reserve fund for said purposes are to be made by Grantee at its discretion; all money paid under the terms hereof may be used for one or more of the purposes aforesaid although such use benefits subsequent owners of the property described herein; and if at any time money is refunded from said reserve fund, Grantee may deal with whoever is represented to be the owner of said property.