

Mortgagor for itself, its successors and assigns, covenants (1) that it owns a good and marketable fee simple title to the premises hereinabove described and that it has full power and right to mortgage same, (2) that the said real estate is free from all liens and encumbrances.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor does hereby transfer, set over and assign to Mortgagor.

- (a) All rents, issues and profits of the premises from time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits;
- (b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

Mortgagor further covenants and agrees as follows:

1. Mortgagor does hereby warrant and will forever defend all and singular the premises unto Mortgagee against Mortgagor and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
2. To pay all sums secured hereby when due.
3. To pay, when due, all taxes and assessments of every type or nature levied or assessed against the premises and any claims, liens or encumbrances against the premises which may be or become prior to this mortgage.

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