

such award or payment by the mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of such award or payment, ~~except that the mortgagee shall not be liable for the cost of such award or payment if the mortgagee is not a party to the suit in which such award or payment is made.~~ The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm such assignment to the mortgagee of such award or payments.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the mortgagee, its successors and assigns forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the mortgagor, and the heirs, executors, administrators, successors or assigns of the mortgagor shall well and truly pay unto the mortgagee, its successors or assigns, the sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the note, then these presents and the estate hereby granted shall cease, determine and be void.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the said sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note.

2. (a) That the mortgagor will keep the buildings on the premises and the equipment insured for the benefit of the mortgagee against loss or damage by fire, lightning, windowstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and (as, when and to the extent insurance against war risks is obtainable from the United States of America or an agency thereof) against war risks, all in amounts approved by the mortgagee not exceeding 100% of full insurable value, and when and to the extent required by the mortgagee, against any other risk insured against by persons operating like properties in the locality of the premises; that all insurance herein provided for shall be in form and companies approved by the mortgagee; that, regardless of the types or amounts of insurance required and approved by the mortgagee, the mortgagor will assign and deliver to the mortgagee all policies of insurance which insure against any loss or damage to the premises, as collateral and further security for the payment of the money secured by this mortgage, with loss payable to the mortgagee pursuant to the New York Standard or other mortgagee clause, without contribution, satisfactory to the mortgagee; that if the mortgagor defaults in so insuring the premises.

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