

BOOK 1611 PAGE 688

5

BOOK 1626 PAGE 387

This instrument (referred to from time to time as the "Mortgage") constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income, and other benefits from the Mortgaged Property, as hereinafter defined, subject, however, to the conditional permission given to Mortgagor to collect, receive, take, use and enjoy the same as provided hereinabove; and provided, further, that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

Everything referred to in paragraphs (A), (B), (C), (D), (E), (F) and (G) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien or security interest of the Mortgage or intended to be so is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own use and benefit forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit, and shall keep, perform, and observe all the covenants, representations, warranties, and promises in the Note, and any renewal, extension, or modification thereof, and in this Mortgage and in all other instruments securing the Note, and in the Loan Agreement and all documents and instruments evidencing or securing indebtedness of Mortgagee in respect thereof, required to be kept, performed, or observed by Mortgagor; then this Mortgage, and all the properties, interest, and rights hereby granted, conveyed, and assigned shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

0.3.8

4328 W-2