

of the indebtedness secured hereby, notwithstanding the fact that the same may not then be due and payable; subject, however, to the right of the Mortgagor to receive and use the same unless and until a Default (as hereinafter defined) shall have occurred and be continuing; and

(d) All proceeds of the insurance required to be maintained by paragraph 4 and all awards heretofore or hereafter made to the Mortgagor with respect to any part of the Land and the Improvements as the result of the exercise of the power of eminent domain, including any awards for changes of the grades of streets, or as the result of any other damage to the Land and the Improvements for which compensation shall be given by any governmental authority (herein called a "Taking"), all of which are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and to apply the same to the payment of the indebtedness secured hereby, notwithstanding the fact that the same may not be then due and payable.

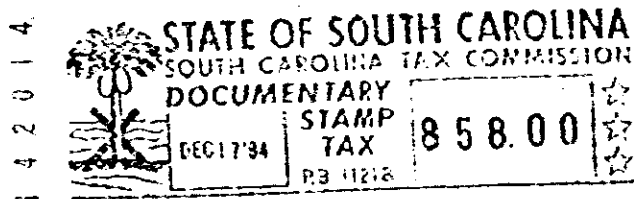
TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor shall pay the indebtedness secured hereby in full according to the terms and provisions hereof and of the Note and abide by and comply with each and every covenant and condition set forth herein, then this Mortgage and the estate hereby granted shall cease, terminate and become void.

AND, the Mortgagor covenants with the Mortgagee as follows:

1. The Mortgagor warrants that it (a) is lawfully seized and possessed of a fee title to the Land and Improvements, subject to no mortgages, liens, charges or encumbrances, except those matters, if any, listed as exceptions to title in the title policy insuring the lien of this Mortgage; and (b) has full power and lawful authority to grant, bargain, sell, convey, assign, transfer and mortgage the Property. The Mortgagor will forever warrant and defend the title to the Property against the claims and demands of all persons whomsoever.

2. (a) The Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as the Mortgagee may require to accomplish the purposes of this Mortgage.



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