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ing Equipment is part and parcel of the Property and appropriated to the use thereof and, whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and secured hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Building Equipment;

TOGETHER with all leases of the Property, or of any portion thereof, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to to the expiration of such terms, including, further, the right, upon the happening of an Event of Default, hereinbelow defined, to receive and collect the rents thereunder; and

TOGETHER with rights to the proceeds of any fire or hazard insurance policy covering the Property, or any part thereof, or any award in eminent domain proceedings for a taking or for loss of value of the Property or any part thereof.

TO HAVE AND TO HOLD, the Property and all parts hereof unto Mortgagee, to its own proper use, benefit and behoof forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to Mortgagee the Indebtedness, at the times and in the manner

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