TOGETHER with the appurtenances and all the estate and rights of the Mortgagor in and to said premises.

TOGETHER with all the right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, in front of and adjoining the said premises, and all easements and rights of way, public or private, now or hereafter used in connection with said premises.

TOGETHER with all buildings, improvements, fixtures, machinery, equipment, appliances, building materials and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of said premises and owned by the Mortgagor, all of which are covered by this Mortgage, and Mortgagor does hereby grant to Mortgagee a security interest in all of the foregoing property. This provision shall be selfoperative, but the Mortgagor will execute and deliver to the Mortgagee on demand, and hereby irrevocably appoints the Mortgagee the attorney-in-fact of the Mortgagor to execute and deliver such Security Agreement, Financing Statement or other instruments as the Mortgagee may require in order to impose the lien hereof more specifically upon said fixtures and personal property. Mortgagor does hereby agree that all such fixtures, machinery, equipment, appliances, building materials and articles of personal property shall be paid for in full and free of any security interest other than the one created hereby when delivered to the premises.

TOGETHER with all awards heretofore and hereafter made by reason of the taking by eminent domain of the whole or any part of said premises or of any right appurtenant thereto, including any awards or payments for use and occupation and for change of grade of streets, which awards are hereby assigned to the Mortgagee, which is hereby irrevocably authorized and appointed attorney-in-fact for the Mortgagor to collect and receive any such awards from the authorities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Mortgagor will execute and deliver to the Mortgagee on demand such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its cost (including reasonable counsel fees) in the collection of such awards. In the event of any such taking, the Mortgagor agrees to pay, and agrees that any awards shall be apportioned so that there shall first be paid therefrom, to the Mortgagee the entire principal balance secured hereby on the date of vesting thereon at the rate provided in Note secured by this Mortgage to the date of payment in full, notwithstanding any lesser interest rate required to be paid by the authorities making the awards.

TO HAVE AND TO HOLD, all and singular, the said premises unto the Mortgagee, its successors and assigns forever.

AND the Mortgagor covenants with the Mortgagee that:

- 1. The Mortgagor will pay the indebtedness as provided in Note secured by this Mortgage.
- 2. The Mortgagor will keep the buildings and improvements now or hereafter erected on the mortgaged premises and all personal property covered by this Mortgage insured against loss and damage by fire and by such other hazards as the Mortgagee may from time to time require, in amounts, with insurers and under forms of policies (including standard mortgagee clause unless otherwise required) satisfactory to the Mortgagee; that he will deliver all such policies and, at least fifteen (15) days prior to their expiration dates, all renewals thereof to the Mortgagee; that he will pay all premiums thereon; and that he will, upon his default in so insuring the buildings and personal property covered by this Mortgage or in so delivering the policies or in so paying the premiums thereon, reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee upon such default by the Mortgagor.

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