

premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend all and singular the said premises unto Mortgagee, its successors and assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Together with all fixtures, furniture, furnishings, appliances and equipment used or to be used in the operation on said real property, including all renewals, replacements and additions thereto. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purposes of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

TOGETHER with all and singular the Rights, Members, Hereditaments, and Appurtenances, to the said Premises belonging or in anywise incident or appertaining.

AND IT IS COVENANTED AND AGREED by and between the parties

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