

tures and an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this Mortgage.

This Mortgage is subject to and subordinate to the liens of those certain mortgages more fully described in Exhibit D attached hereto (the "Underlying Mortgages") and those certain leases more fully described in Exhibit E attached hereto (the "Leases").

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

The Mortgagor covenants that it is lawfully seized of the Premises hereinabove described in fee simple absolute, that it has good right and lawful authority to sell, convey, or encumber the same, and that the Premises are free and clear of all liens and encumbrances except the Underlying Mortgages and Leases. The Mortgagor further binds itself and its assigns to warrant and forever defend all and singular the said Premises unto the Mortgagee forever, from and against the Mortgagor and its assigns.

The Mortgagor further covenants and agrees as follows:

1. That it will promptly pay the principal and interest on the indebtedness evidenced by the Notes, at the times and in the manner therein provided; and all rent payment called for by the Lease, at the times and in the manner therein provided.
2. That this Mortgage shall also secure the Mortgagee for (a) such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes; (b) any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee; and (c) any and all other debts or liabilities of Mortgagor to Mortgagee now existing or hereafter arising; and that all sums so advanced, credits made, or amounts owing shall bear interest at the same rate as then mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing, and the lien of this Mortgage securing such advances and readvances shall be superior to the rights of the holder of any intervening lien or encumbrance;
3. That it will keep the improvements now existing or hereafter erected on the Premises insured against loss by fire and other hazards, in an amount not less than the mortgage debt, or in such amounts as may be reasonably required by the Mortgagee, and in companies reasonably acceptable to it, and that all such policies and renewals thereof shall be held by the Mortga-

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