VOL 1693 94251 36

in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, including, but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to Mortgagor to collect the same so long as Mortgagor is not in default hereunder. In the event of default hereunder, Mortgagee is hereby authorized to give notice to the tenants in and upon the Property and, thereafter, said tenants shall pay said rents to Mortgagee until notified in writing by Mortgagee that payments to Mortgagor may be resumed.

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

And Mortgagor covenants that it is lawfully seized of the Property in fee simple absolute, that it has good right and is lawfully authorized to sell, convey, or encumber the same, and that the Property is free and clear of all liens and encumbrances except for the lien of current ad valorem taxes, the Prior Encumbrances, and any other matters of record, or not of record affecting the Property when the same was conveyed to Mortgagor by Mortgagee by Deed of even date herewith. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee forever from and against Mortgagor and all persons claiming by, through, or under Mortgagor.

And Mortgagor does hereby covenant and agree with Mortgagee as follows:

ARTICLE I

First: PAYMENT OF INDEBTEDNESS. Mortgagor will pay the Wrap Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due; provided, however, the Wrap Note provides in pertinent part that in the event of certain defaults or breaches of warranty by Mortgagee, Mortgagor shall have the right to set-off Mortgagee's liability for such defaults and breaches, together with interest thereon at the maximum rate permitted under the then existing