

belonging, relating or appertaining to any of the Premises herein-above mentioned or which hereafter shall 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 Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created.

TOGETHER WITH all insurance policies insuring or relating to the Premises and the proceeds thereof and all condemnation awards, proceeds and causes of action as more particularly set out hereafter.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Mortgagee, its successors and assigns, in fee simple forever; and Mortgagor covenants and warrants that Mortgagor is lawfully seized and possessed of the Premises in fee simple, has good title and right to sell, convey and encumber the same, and that the same are free and clear of all liens and encumbrances, and Mortgagor warrants and will defend all and singular the Premises herein conveyed unto the Mortgagee, and its successors and assigns, from and against the claims of all persons claiming same or any part thereof or interest therein.

This indenture is intended to and shall constitute a mortgage of real estate and a security agreement under the Uniform Commercial Code. This Mortgage is given to secure the following debts: (a) the Note referred to hereinabove, any advances hereafter made under said Note, and any renewal, increase, alteration, modification or extension of said Note; (b) any other indebtedness or obligation of Mortgagor to Mortgagee arising under the terms of the Note, this Mortgage, the Construction Loan Agreement of even date herewith between Mortgagor and Mortgagee, or any other instrument securing the Note; and (c) any other or future advances which may be made by Mortgagee to or on behalf of Mortgagor or future advances which may be made by Mortgagor to or on behalf of Mortgagee or future debts of Mortgagor to Mortgagee created or advanced within twenty years of the date hereof; provided, however, that the total unpaid principal balance secured by this instrument at any one time shall be limited to twice the face amount of the Note plus interest thereon, attorney's fees and court costs.

Provided, however, that if Mortgagor shall promptly pay, or cause to be paid to the Mortgagee the sums secured by this instrument, at the time and in the manner stipulated in the Note, shall pay any other indebtedness secured hereby, and shall well and truly keep and perform all of the covenants, conditions, warranties and promises in the Note, and in this Mortgage and in all other instruments securing the Note to be kept and performed by Mortgagor, then this obligation shall cease, terminate and be null and void, otherwise to remain in full force and effect.

Mortgagor future covenants, represents and warrants to Mortgagee as follows:

ARTICLE I

1.01 PAYMENT OF INDEBTEDNESS. Mortgagor will pay the Note according to the terms thereof and all other sums secured hereby promptly as the same shall become due.

1.02 TAXES, LIENS AND OTHER CHARGES.

(a) Mortgagor shall pay all intangible, documentary or other tax, assessment, charge, expense, cost or fee which may now or hereafter be levied, assessed or charged against or in respect to the Note, this Mortgage or any other instrument evidencing or securing

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