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extensions and renewals thereof (collectively,
the "Assigned Leases"), together with (1) all of
the rents, issues and profits which may be or
become due, or to which the Mortgagor may now or
hereafter become entitled, arising or issuing out
of the Assigned Leases or from or out of the
Mortgaged Property or any part thereof and (2)
all insurance proceeds heretofore and hereafter
paid by reason of any use or occupancy loss,
business interruption or interruption of rental
payments under the Assigned Leases or any part
thereof, which rents, issues, profits, insurance
proceeds and monies, together with any and all
claims of the Mortgagor with respect thereto, are
hereby assigned to and pledged with the Mortgagee;

G.   All awards heretofore and hereafter made
by reason of a taking or condemnation of the
Mortgaged Property or any part thereof or any
right appurtenant thereto by competent authority
as a result of the exercise of the power of emi-
nent domain, including, but not limited to, any
awards or payments for use and occupation or for
change of grade of streets, which awards,
together with any and all claims of the Mortgagor
with respect thereto, are hereby assigned to and
pledged with the Mortgagee; and

H.   All insurance proceeds heretofore and
hereafter paid by reason of any loss or damage to
the Improvements or the Fixtures or any part
thereof by fire, flood or other casualty, which
proceeds, together with any and all claims of the
Mortgagor with respect thereto, are hereby
assigned to and pledged with the Mortgagee.

AND the Mortgagor does hereby covenant and agree
with the Mortgagee as follows:

1.   PAYMENT OF INDEBTEDNESS: The Mortgagor will
pay the indebtedness evidenced by the Note in accordance
with their terms, and shall make all payments of all obli-
gations assumed by Mortgagor under the terms of the First
Mortgage in accordance with its terms, except as expressly
provided otherwise herein.

2.   CONDEMNATION AWARDS: (a) The Mortgagor
hereby irrevocably authorizes the Mortgagee to appear in