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or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration and ventilation, and all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures, used in the operation of any business conducted on the premises, all of which for the purposes of this mortgage shall be deemed to be real estate and conveyed and mortgaged hereby;

Together with all awards made to the present and all subsequent owners of the premises by any governmental or other lawful authority for taking by eminent domain the whole or any part of the premises or improvements thereon, the temporary use thereof or any easement thereon or thereunder, including any awards for any changes of grade of streets, which said awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive the proceeds of any such awards from said authorities and to give proper receipts and acquittances therefor.

Together with all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any and all strips and gores of land adjacent to and used in connection with the premises and all right, title and interest of Mortgagor, now owned or hereafter acquired, in, to and under the streets, sidewalks and alleys adjoining the premises.

TO HAVE AND TO HOLD the premises unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth.

Mortgagor covenants and warrants that it is the absolute owner in fee simple of the premises described in Exhibit A, which premises are free and clear of any liens or encumbrances except for taxes which are not yet due or delinquent. Mortgagor shall forever warrant and defend the title to the premises against all claims of all persons whomsoever and will on demand execute any additional instrument which may be required to give Mortgagee a valid first lien on all of the premises, and will furnish and leave with Mortgagee during the existence of this mortgage complete title evidence, including a title policy or policies insuring the lien hereof to be a first and prior lien, in an amount equal to the indebtedness secured.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagor shall

- (a) not remove or demolish any building or other improvement at any time on the premises, and shall keep the said premises and improvements thereon in good condition and repair, without waste, and free from mechanic's liens or other liens or claims for liens and encumbrances not expressly subordinated to the lien hereof;
- (b) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed by any cause whatsoever, so that upon completion of the repair, restoration and rebuilding of the building and improvements there will be no liens of any nature arising out of the construction and the premises will have a commercial value at least as great as the commercial value thereof prior to the damage or destruction;