

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the premises, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award or payment by the mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of such award or payment. The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm such assignment to the mortgagee of any such award or payment.

TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, unto the mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that if the Mortgagor, and the successors or assigns of the Mortgagor shall well and truly pay unto the Mortgagee, its successors or assigns, all of the Secured Obligations in accordance with their terms, and shall well and truly abide by and comply with and perform each of its Secured Obligations and each and every covenant and condition set forth therein and every covenant and condition set forth herein, then these presents and the estate hereby granted shall cease, determine and be void.

AND the Mortgagor covenants with the Mortgagee as follows:

1. A. That the Mortgagor will pay (a) the said sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note; (b) all sums which are now due or which may hereafter become due from Mortgagor to Mortgagee arising out of or in connection with a certain agreement entitled Agreement For Purchase of Accounts Receivable dated December 9, 1977 by and between Mortgagor and Mortgagee as the same may be amended from time to time, together with interest thereon at the rate specified therein; (c) the principal and interest of any and all notes given or to be given by the Mortgagor to Mortgagee prior to the discharge hereof and any and all renewals or extensions of said notes and any and all other indebtedness from the Mortgagor to Mortgagee hereafter arising by reason of loans or advances as may be made by Mortgagee to or for the account of the Mortgagor or hereafter arising under the Guaranty Agreements executed by Mortgagee pursuant to the Loan Agreement, whether or not the same are secured by real or personal property belonging to the Mortgagor, together with interest thereon at the rate agreed upon between the Mortgagor and Mortgagee; (d) all Obligations of Mortgagor to Mortgagee as that term is defined in the Loan Agreement; (e) all other monies secured hereby; and

B. That the Mortgagor will well and truly abide by and comply with and perform each and every covenant and condition set forth in the Loan Agreement, the Agreement For Purchase of Accounts Receivable, the Guaranty Agreement and all other agreements and instruments executed in connection with said agreements as well as all amendments, modifications, renewals and extensions thereof and all other agreements or instruments executed in connection with or evidencing a Secured Obligation.

2. (a) That the mortgagor will keep the buildings on the premises and the equipment insured for the benefit of the mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and (as, when and to the extent insurance against war risks is obtainable from the United States of America or an agency thereof) against war risks, all in amounts approved by the mortgagee not exceeding 100% of full insurable value, and when and to the extent required by the mortgagee, against any other risk insured against by persons operating like properties in the locality of the premises; that all insurance herein provided for shall be in form and companies approved by the mortgagee; that, regardless of the types or amounts of insurance required and approved by the mortgagee, the mortgagor will assign and deliver to the mortgagee all policies of insurance which insure against any loss or damage to the premises, as collateral and further security for the payment of the money secured by this mortgage, with loss payable to the mortgagee pursuant to the New York Standard or other mortgage clause, without contribution, satisfactory to the

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