(B) All buildings, structures, and improvements of every nature whatso ver now or hereafter situated on the "Land", and all fixtures, machinery, equipment and personal property of every nature whatsoever now or hereafter owned by the "Borrower" and located in, on used or intended to be used in connection with or with the operation of said "Land", buildings, structures or other insprovements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; and all of the right, title and interest of the "Borrower" in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the binefit of any deposits or payments now or hereafter made by the "Borrower" or on its inhalf

TOGETHER with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and apportenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appointed in thereto, whether now owned or hereafter beginned by the "Borrower", and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as vell as in equity, of the "Borrower" of, in and to the same, including but not limited to. est, property, possession, claim and demand whi in and to the same, including but not limited to.

- (A) All rents, profits, issues and revenues of the Mortgiged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to "Borrower", however, so long as "Borrower" is not in default hereunder, the right to receive at I retain the rents, issues and profits thereof; and,
- (B) All judgments, awards of damages and settlements learned in the resulting from condemention proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or officialise) to the pointers or the improvements thereon or any part thereof, or to any rights appurtunant thereto, including any award for that go of grade or streets. "Lender" is hereby authorized on behalf and in the name of "Borrower" to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. "Lender" may apply all such sums or any part thereof so received, after the payment of ah its expenses including costs and attorney's fees, on the indebtedness secured hereby in such manner as it cleets, or at its option, the entire amount or any part thereof so received may be released.
- TO HAVE AND TO HOLD the Mortgoeed Property and all parts thereof unto the "Lender", its successors and assigns to its own proper use, tenefit and behalf forever, subject however to the terms and conditions herein.

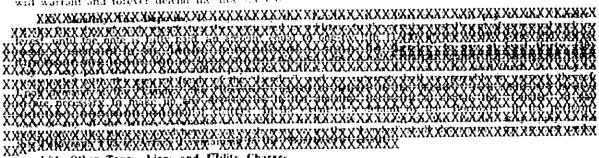
PROVIDED. HOWEVER, that these presents are upon the condition that, if the "Borrower" shall pay or cause to be paid to the "Lender" the principal and interest psyably in respect to the note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the "Borrower", and shall keep, perform and of serve all and singular the covenants and promises in the note, and any renewal, extension or modifies from thereof, and in this mortgage expressed to be kept, performed and observed by and on the part of the "Borrower", all without fraud or delay, then this nortgage, and all the properties, interest and rights hereby granted, bargained, sold, aliened, remised, released, conveyed, assigned transferred, mortgaged, hypothecated pledged, delivered, set over, warranted and confirmed, shall case, determine and he void, but shall otherwise remain in full force and effect.

AND the "Borrower" covenints and agrees with the "Londer" that

## ARTICLE ONE

## Particular Covenants of the "Borrower"

- 101 Performance of Note and Mortgage. The "Borrower" will perform, observe and comply with all provisions hereof and of the note secured hereby and will duly and punctually pay to the "Lender" the sum of money expressed in the note with interest thereon and all other soms required to be paid by the "Borrower" pursuant to the provisions of this martgage, all without any deductions or credit for taxes or other similar charges pend by the "Borrower"
- 192 Warranty of Title. At the time of the ensealing and delivery of these presents, the "Borrower" is well seried of an indefensible estate in fee simple in the land and real property hereby mortgaged and has good indefensible title to all existing personal preparty hereby mortgaged and has good right, full power and having authority to come and mort age the same in the manner and form aforesaid; that the same is free and clear of all hens, charges, and vaccinitatives whats are including as to the personal property and fixtures, conditional sides centrate and anything of a same in time, and that "Borrower" shall and will warrant and forever defend the title thereto.



- 194 Other Taxes, Liens and Cliffity Charges.

  (a) The "Borrower" will pay promptly, which and as due, all charges for utilities, whether public or private, and will promptly exhibit to the "Lender" receipts for the payment of, all taxes, assessments, water nates, dues charges, fines and imposition of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon it against the Mortgaged Property or any part thereof, or upon the interest of the "Lender" in the Mortgaged Property tother than any of the same for which provision has been made in Paragraph 103 of this Article 1), as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the "Borrower" or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the mortgage for any amounts secured hereby or would have pricrity or equality with the mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property, or any part thereof.
- (b) The "Borrower" will not suffer any mechanic's, latorer's, statutory or other lien which might or id be prior to or equal to the lien of the mortgage to be created or to remain outstanding upon any of could be prior to or equitie Mortgaged Property.
- or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts recured by mortgages or the manner of collecting taxes so as to affect adversely the "Lender", the entire balance of the principal sum secured by the mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the "Lender".
- (d) The "Borrower" will pay when due and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the Mortgaged Property



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