

AND it is mutually covenanted and agreed that specifically, but not by way of limitation, all heating, plumbing, lighting, refrigeration, and air-conditioning equipment, engines, machinery, boilers, and all water supply and sprinkler apparatus, door opening equipment, and all other equipment now or hereafter owned by Mortgagor and used in the operation of the buildings situate upon the land described on Exhibit "A," are and shall be deemed to be fixtures and accessions to the freehold and a part of the realty covered by this Mortgage as between the parties hereto and all parties claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned, excluding, fixtures or other property which tenants of Haywood Crossing Apartments are entitled to remove.

TO HAVE AND TO HOLD the property and rights described hereinabove and in Exhibit "A", attached hereto, together with all and singular the easements, rights, privileges, and appurtenances thereto belonging, 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, the sum of money advanced under the Note and the interest thereon, at the time and in the manner mentioned in the Note, and shall well and truly abide by and comply with each and every covenant and condition set forth herein or in the Note, or in any other document evidencing or securing the subject loan, then these presents and the estate hereby granted shall cease, determine, and be of no further force or effect.

AND the Mortgagor covenants with the Mortgagee as follows:

1. To keep all buildings and other improvements, fixtures,

0 4 8 7

4328 RV-2