

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and, also, all the estate, right, title, interest, property, claim and demand whatsoever of the mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all right, title and interest of the mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon said real estate or any part thereof and used or useable in connection with any present or future operation of said real estate (hereinafter called "equipment") and now owned or hereafter acquired by the mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of the mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this mortgage; provided, however, that "equipment" shall not include machinery, apparatus, equipment, fittings, fixtures, and articles of personal property used in the business of the mortgagor whether the same are annexed to said real estate or not, unless the same are also used in the operation of any building located thereon. It is understood and agreed that all equipment is part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this mortgage be deemed conclusively to be conveyed hereby. The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm the lien of this mortgage on any equipment.

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 heirs, executors, administrators, successors or assigns of the mortgagor shall well and truly pay unto the mortgagee, its successors or assigns, the sum of money mentioned in 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, then these presents and the estate hereby granted shall cease, determine and be void.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the said sum of money mentioned in the note and the interest thereon, at the time and in the manner mentioned in the note.

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 mortgagee clause, without contribution, satisfactory to the mortgagee; that if the mortgagor defaults in so insuring the premises or in so assigning and delivering the policies, the mortgagee may, at the option of the mortgagee, effect such insurance from year to year and pay the premiums therefor, and that the mortgagor will reimburse the mortgagee for any premiums so paid, with interest from the time of payment, on demand, and the same shall be secured by this mortgage; that if the mortgagee by reason of such insurance receives any money for loss or damage, such amount may, at the option of the mortgagee, be retained and applied by the mortgagee toward payment of the moneys secured by this mortgage, or be paid over wholly or in part to the mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the mortgagee, but the mortgagee shall not be obligated to see to the proper application of any amount paid over to the mortgagor; (b) that not less than 5 days prior to the expiration dates of each policy required of the mortgagor pursuant to this Article, the mortgagor will deliver to the mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the mortgagee; and (c) that in the event of a foreclosure of this mortgage the purchaser of the premises shall succeed to all the rights of the mortgagor, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to the mortgagee pursuant to the provisions of this Article.

3. That no building or other property now or hereafter covered by the lien of this mortgage shall be removed, demolished or materially altered or enlarged, nor shall any new building be constructed, without the prior written consent of the mortgagee, except that the mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this mortgage, such equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the mortgagor shall be deemed to have subjected such equipment to the lien of this mortgage, or (b) any net cash proceeds received from such disposition shall be paid over promptly to the mortgagee to be applied to the last instalments due on the indebtedness secured, without any charge for prepayment.

4. That the whole of the principal sum and the interest shall become due at the option of the mortgagee: (a) after default in the payment of any instalment of principal and/or of interest for 10 days; or (b) after default in the payment of any tax, water rate or assessment for 10 days after notice and demand; or (c) after default after notice and demand either in assigning and delivering the policies of insurance herein described or referred to or in reimbursing the mortgagee for premiums paid on such insurance, as herein provided; or (d) after default upon request in furnishing a statement of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided; or (e) after default for 10 days after notice and demand in the or any default by Rice-Celveland Company of the Mortgagor under any promissory note, guaranty, or other loan document with mortgagee.

REC-1517
RS-529

0529

4328 RV-2

FW