

(d) all leases and other agreements affecting the use or occupancy of the Mortgaged Property now or hereafter entered into (the Leases) and the right to receive and apply the rents, issues and profits of the Mortgaged Property (the Rents) to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(f) the right, in the name and on behalf of the Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property.

TO HAVE AND TO HOLD that above granted and described Mortgaged Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever,

PROVIDED, ALWAYS, and these presents are upon this express condition, if Mortgagor shall well and truly pay to Mortgagee the Debt secured hereby at the time and in the manner provided in the Note and in this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, then these presents and the estate hereby granted shall cease, determine and be void,

AND Mortgagor covenants and warrants with Mortgagee that:

1. Payment of Debt. Mortgagor will pay without offset the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

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