

now or subsequently attached to or used in connection with said premises (all said property being herein referred to as "the premises").

TO HAVE AND TO HOLD, all and singular the said premises to Mortgagee, its successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor does hereby transfer, set over and assign to Mortgagee:

(a) All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances other than easements,