

and proceeds. Nothing herein shall be deemed to be authorization by the Mortgagee to the Mortgagor to sell, assign or otherwise dispose of the Property, except in accordance with the provisions of this Mortgage. 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, payment or proceeds.

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

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of a good and marketable fee simple title to said property and has good and lawful authority to mortgage said property; and the Mortgagor hereby warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee the certain promissory note of even date herewith made by the Mortgagor in favor of the Mortgagee in the principal amount of One Million Four Hundred Fifty Thousand and No/100 (\$1,450,000.00) Dollars (hereinafter referred to as the "Note") and by its terms expressly

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