

therewith, all rents, issues, revenues and profits arising therefrom, and any awards made for any taking by eminent domain or in any condemnation proceeding, or for consequential damages on account thereof, which awards are hereby assigned to Mortgagee;

Together with all now owned or hereafter acquired machinery, appliances, apparatus, equipment, fittings, fixtures, materials, articles of personal property belonging to Mortgagor, and all additions to and renewals and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon the premises, or any part thereof, and used or usable or intended to be used in connection with the complete and comfortable use, ownership, management, maintenance, enjoyment or operation of said premises, or any part thereof and all proceeds thereof (hereinafter collectively called "Personal Property").

TO HAVE AND TO HOLD the said lands and premises, together with any and all rights, privileges and appurtenances thereon and pertaining thereto, including improvements thereto, unto the Mortgagee, its heirs, successors and assigns, forever.

PROVIDED, ALWAYS that if the Company, its successors or assigns, shall pay in full said indebtedness as in the Notes and herein; AND if the Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Guaranty and this Mortgage, then this Mortgage and all assignments contained herein shall cease and be null and void upon satisfaction by Mortgagee as provided herein; otherwise to remain in full force and effect.

Mortgagor covenants that it is seized of said property in fee simple and has the right to convey the same in fee simple; that the same is free and clear of all encumbrances and liens of every nature except as may be set forth in Exhibit A, and that it will warrant and defend the same against the claims of all persons whomsoever except for said permitted encumbrances; that it will not create any debt, lien, security interest or charge whether inferior or superior to the lien created hereby or demolish or structurally alter any improvements on said property; that it will refrain from waste, maintain said property in good condition and comply with all statutes, ordinances, regulations and requirements imposed by any governmental authority or fire insurance rating bureau upon or with respect to said property or any part thereof; and that it will keep said property adequately insured against fire or other casualty as may be required from time to time by Mortgagee.

1. If an Event of Default shall occur under the Guaranty or an event of default shall occur under the Loan Agreement, then: