

(E) TOGETHER WITH all rents, income and other benefits to which the Borrower may now or hereafter be entitled from the property described in paragraphs (A), (B) and (C) hereof to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to the Borrower, so long as no Event of Default has occurred hereunder, to collect ~~and~~ use such rents, income and other benefits as they become due and payable, but not in advance thereof. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically the Noteholder shall be entitled, at its option upon the occurrence of an Event of Default, as hereinafter defined, to all rents, royalties, issues, profits, revenue, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof whether or not the Noteholder takes possession of the property described in paragraphs (A), (B) and (C) hereof. Upon the occurrence of an Event of Default, the permission hereby given to the Borrower to collect such rents, royalties, issues, profits, revenues, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof shall terminate and such permission shall not be reinstated upon a cure of the default without the Noteholder's specific consent. Neither the exercise of any rights under this paragraph by the Borrower nor the application of any such rents, royalties, issues, profits, revenues, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any Event of Default or notice of any Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from the property described in (A), (B) and (C) above, subject, however, to the conditional permission given to the Borrower to collect ~~and~~ use such rents, income and other benefits as hereinabove provided; and the existence or exercise of such right of the Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Borrower, and any such subsequent assignment by the Borrower shall be subject to the rights of the Noteholder hereunder.

(F) TOGETHER WITH all right, title and interest of the Borrower in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B) and (C) hereof, together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to the Borrower to collect the rents, income and other benefits arising under any such lease. The Noteholder shall have the right, at any time and from time to time, to notify any lessee of the rights of the Noteholder as provided by this paragraph.

(G) TOGETHER WITH (i) the Borrower's rights further to encumber the property described in paragraphs (A), (B) and (C) above for debt and (ii) all of the Borrower's rights to enter into any lease or lease agreement.

All of the property described in paragraphs (A), (B), (C), (D), (E), (F) and (G) above, and each item of property therein described, is herein referred to as "THE PROPERTY".

TO HAVE AND TO HOLD THE PROPERTY and all parts thereof unto Noteholder, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that if Borrower shall promptly pay or cause to be paid to Noteholder the principal and interest payable under the Note, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Note, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform and observe all the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Borrower, then this Mortgage, and the grants, conveyances and assignments therein contained, shall cease and be void; otherwise to remain in full force and effect.

ARTICLE ONE

COVENANTS OF BORROWER

The Borrower covenants and agrees with ~~the~~ ~~the~~ Noteholder, or any successor in title as holder of the Note above described as follows:

1.01 Performance of Note, Mortgage, Etc. The Borrower shall cause to be performed, observed and complied with all provisions hereof, of the Note and of every other instrument securing the Note, and will promptly pay to the Noteholder the principal with interest thereon and all other sums required to be paid by the Borrower under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note when payment shall become due.

1.02 General Representations, Covenants and Warranties. The Borrower represents and covenants that (a) subject only to the rights of others provided in the instruments described in Schedule "B" attached hereto and incorporated herein and made a part hereof, the Borrower is seized of an indefeasible estate in fee simple in, and has good and absolute title to, THE PROPERTY, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein and the Noteholder may at all times peaceably and quietly enter upon, hold, occupy and enjoy THE PROPERTY in accordance with the terms hereof; THE PROPERTY is free and clear of all liens, security interests, charges and encumbrances whatsoever except those described in Schedule "B"; (b) the Borrower will maintain and preserve the lien of this Mortgage until the indebtedness and other sums secured hereby have been paid in full; (c) the Borrower and each guarantor (if any) of the indebtedness evidenced by the Note (said guarantor(s) herein referred to jointly and severally as the "Guarantor") are now able to meet their respective debts as they mature, the fair market value of their respective assets exceeds their respective liabilities and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Borrower or the Guarantor; (d) all reports, statements and other data furnished by the Borrower and the Guarantor to the Noteholder in connection with the loan evidenced by the Note are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (e) this Mortgage and the Note and other instruments securing the Note or otherwise executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Borrower or the Guarantor is a party or by which the Borrower or the Guarantor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Borrower or the Guarantor is subject; (f) there are no actions, suits or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower or the Guarantor or THE PROPERTY; ^(g) all costs arising from construction of any improvements and the purchase of all equipment located on THE PROPERTY have been paid; ^(h) THE PROPERTY is improved with those improvements described in Schedule "C" attached hereto and incorporated herein and made a part hereof and has frontage on, and direct access for ingress and egress to, the street(s) described therein; and (i) electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service THE PROPERTY satisfactorily, and any easements necessary to the furnishing of such utility service by the Borrower have been obtained and duly recorded, and (j) the Borrower and the Guarantor are not in default under the terms of any instrument evidencing or securing any indebtedness of the Borrower or the Guarantor, respectively, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, passage of

*retain and enjoy

**except as set forth on a schedule⁻²⁻ furnished to Noteholder prior to the date hereof, receipt of which is acknowledged by Noteholder by its acceptance of this Mortgage;

***except as set forth on Schedule B attached hereto;

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[Handwritten signature]