

(a) The easements, ways, rights, privileges, members, hereditaments and appurtenances to the Mortgaged Property and the improvements belonging or in anywise appertaining;

(b) All awards or payments, including interest thereon, which may be made with respect to the Mortgaged Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to, or decrease in the value of, the Mortgaged Property;

(c) 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;

(d) 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; and

(e) The right, in the name and on behalf of 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.

AND THE MORTGAGOR covenants that it is lawfully seized of the Mortgaged Property in fee simple absolute; that it is the lawful owner of the Equipment; that it has good right and lawful authority to sell, convey or encumber the same, and that the Mortgaged Property is free and clear of all liens and encumbrances whatsoever except as are hereinafter referred to as the First Mortgage. The Mortgagor further covenants to warrant and forever defend all and singular the Mortgaged Property as herein conveyed, unto the Mortgagee, their heirs and assigns, forever, from and against the Mortgagor, its successors and assigns, and all persons whomsoever lawfully claiming the same or any part thereof.

0147

4328 RV-2