

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all building materials and supplies placed upon the premises during construction, all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner, it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture and tenant trade fixtures, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, excepting that portion over which it has an easement interest, that it has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever unless the same shall be specifically excepted herein. The Mortgagor further binds itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor, its successors and assigns, and any other persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor further covenants and agrees as follows:

1. That Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided;

2. That this mortgage shall also secure the Mortgagee for (a) such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of taxes, insurance premiums, public assessments, repairs or other purposes; (b) any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee; and, (c) any and all other debts or liabilities of Mortgagor to Mortgagee now existing or hereafter arising; and that all sums so advanced, credits made, or amounts owing shall bear interest at the same rate as the Mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing, and the lien of this mortgage securing such advances and readvances shall be superior to the rights of the holder of any intervening lien or encumbrance.

3. That Mortgagor will keep the improvements upon said premises constantly and satisfactorily insured in an insurance company or companies to be approved by the Mortgagee, until said note is paid, against loss by fire and the risks covered under the Extended Coverage Endorsement, in an amount equal to 100% of the replacement cost of the improvements, said coverage to be endorsed with a Replacement Cost Endorsement, the amount reviewed annually and increased if necessary so as to provide coverage at all times in an amount necessary to restore the improvements to the condition existing just prior to the destruction or damage. The Mortgagor shall also maintain Rental Value Insurance in an amount equal to at least the sum total of all required base rentals for twelve (12) months, including the amount of any required expense reimbursements, under all leases or sub-leases made with any tenant upon the mortgaged premises, the amount to be reviewed annually and increased if necessary to provide the required coverage. Such policy or policies shall be deposited with and made payable to the Mortgagee by attachment of the Standard Mortgagee Clause for further securing of said Note, and the proceeds thereof shall at the option of the Mortgagee be applied in payment of the indebtedness secured by this Mortgage; provided, however, notwithstanding the option of the Mortgagee to apply the proceeds to said indebtedness, if the building is partially or wholly destroyed at such time or under such conditions as to require Mortgagor to restore the building under the terms of the

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