فيعد وكالمحاث المتجدمين والمعاشر والمعدود

revoke, and to do, execute, perform and finish for me and in my name all and singular those things which shall be necessary or advisable or which my said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning these presents or the premises or furniture or any of them as thoroughly, amply and fully as the undersigned could do concerning the same, being personally present, and whatsoever my said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the premises or furniture or any part of any of them I hereby ratify and confirm; and also hereby granting to the mortgagee full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to the undersigned.

The undersigned for the consideration aforesaid hereby expressly covenants and agrees:

- 1. That the mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it and that the mortgagee shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of the mortgagee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the mortgagee.
- 2. That the undersigned will execute upon the request of the mortgagee any and all instruments requested by the mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the mortgagee to be necessary or appropriate in connection with these presents or the premises or furniture.
- 3. That the undersigned is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by the undersigned or by any person or persons whomsoever and that the undersigned has good right to sell, assign, transfer and set over the same and to grant to and confer upon the mortgagee the rights, interests, powers and/or authorities herein granted and conferred.
- 4. That during the life of these presents and also during any proceedings brought to enforce the mortgage the undersigned will not remove or cause to be removed from the premises any of the furniture and will not look to the mortgagee for any damage to the same, provided that actions taken in the ordinary course of business by the undersigned and not the subject of a notice of default from John Hancock Mutual Life Insurance Company shall be exempt from this covenant and agreement.
- 5. That in the event the premises or furniture or any part of either are now or hereafter used or occupied by the undersigned or any of us as a homestead or otherwise, the undersigned will pay to the mortgagee upon its written demand such sum per month as in the opinion of the mortgagee is reasonable rent for the premises or furniture so used or occupied, to be applied by the mortgagee as hereinbefore provided, and upon demand made by the mortgagee will vacate the premises and/or surrender such furniture to the mortgagee or its substitute or substitutes.