

the fact that the amount owing thereon may not then be due and payable; and the said Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises unto the said MassMutual Mortgage and Realty Investors, its Successors and Assigns forever.

AND the said Mortgagor, The Ervin Company, does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said MassMutual Mortgage and Realty Investors, its Successors and Assigns, from and against itself and its Successors, and from all other persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

AND IT IS AGREED, that the Mortgagor, its Successors and Assigns, shall keep said buildings, and any which may hereafter be erected upon said premises, insured against loss or damage by fire and such other hazards or risks as may be required by said Mortgagee in such amount or amounts as may be required by said Mortgagee, in such insurance company or companies as said Mortgagee may approve, and to deliver to said Mortgagee, as additional security hereto, the policies of such insurance and of any additional insurance which shall be taken out upon such buildings while any part of the indebtedness aforesaid shall remain unpaid, having attached to said policies such mortgage indemnity clause as said Mortgagee shall direct. Renewals of such policies shall be so delivered at least ten (10) days before any such insurance shall expire. All insurance carried shall be satisfactory to said Mortgagee.