

or payments
 TOGETHER, ALSO, with any and all awards, including interest thereon, heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of said Premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding 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 instruments sufficient for the purpose of confirming such assignment of said awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever;

TOGETHER, ALSO, with (a) Mortgagor's rights further to encumber the Premises for debt executed by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective and (ii) any tenancies thereafter created; Mortgagor hereby (1) representing as a special inducement to Mortgagee to make the loan secured hereby that, as of the date hereof there are no encumbrances to secure debt junior to this Mortgage and (2) covenanting that there are to be none as of the date when this Mortgage becomes of record, except in either case encumbrances having the prior written approval of Mortgagee, and (b) all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage or deed of trust other than this Mortgage.

TO HAVE AND TO HOLD the Premises, Building Equipment, and other property, privileges, rights, interests and franchises hereby granted or mortgaged, or intended so to be, unto the Mortgagee, its successor and assigns forever;

PROVIDED, HOWEVER, and these presents are upon the condition, that if the Mortgagor shall pay or cause to be paid the principal of and premium, if any, and interest on the Note at the times and in the manner therein and herein provided, and shall keep, perform and observe all and singular the covenants, agreements and provisions in the Note and in this Mortgage expressed to be kept, performed and observed by or on the part of the Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void but otherwise shall be and remain in full force and effect.

AND the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as hereinbefore provided and if default shall be made in the payment of the said indebtedness or in the interest which shall accrue thereon, or of any part of either, the Mortgagee shall have power to sell the Premises, the Building Equipment and other property covered hereby according to law.

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