TOGETHER with all and singular the rights, [illegible] thereto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim and demand whatsoever of the Mortgagor, either in law or equity, of, in and to the premises, with the hereditaments and appurtenances; to have and to hold all and singular the premises unto the Mortgagee forever.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee forever.

The Mortgagor represents and warrants that it is duly [illegible] that the execution and delivery of this Mortgage [illegible] that this Mortgage constitutes a valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally.

THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. That the Mortgagor will pay to the Mortgagee the principal and interest on the indebtedness evidenced by the Note at the times and in the manner therein provided.

2. That this Mortgage will secure to the Mortgagee the unpaid balance of the indebtedness evidenced by the Note, and that the covenants and agreements contained in the Note shall be deemed to be incorporated herein by reference as if fully set forth herein. Upon the occurrence of any default hereunder or under the Note, the Mortgagee shall be entitled to receive the proceeds of any foreclosure sale of the premises and shall be entitled to collect all expenses incurred in pursuing the remedies provided for in the Note, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

3. That Mortgagor will keep the improvements now existing or hereafter erected on the property insured as required from time to time by the Mortgagee against loss by fire, hazards, casualties and contingencies as may be required by the Mortgagee and in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to the Mortgagee, which may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

4. That Mortgagor will keep all improvements upon the property in good repair and will not commit or suffer any waste of the property. In the event of the failure of Mortgagor to keep the buildings on the property in good repair, the Mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and all expenses incurred or paid by the Mortgagee for such purpose, including attorneys' fees and costs incurred in connection therewith, shall be paid by the Mortgagor to the Mortgagee on demand, with interest as provided in the Note.

5. That the Mortgagee or its agents shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

6. That Mortgagor will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In the event Mortgagor fails to make payment of the taxes, assessments, water rates, charges, fines and impositions as hereinbefore provided, the Mortgagee may pay the same and the amounts so paid, with interest as provided in the Note, shall be secured hereby and shall be immediately due and payable without notice and with interest thereon from date of such payment by the Mortgagee at the rate provided in the Note. The Mortgagee may require Mortgagor to deposit with the Mortgagee one-twelfth of the yearly taxes and assessments (as estimated by the Mortgagee) to be due next on the property next preceding the date when such taxes and assessments will become due. If the funds so deposited are insufficient to pay such taxes and assessments when due, the Mortgagor shall pay to the Mortgagee such additional sum as may be necessary to make up the deficiency.

7. That if the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects the Mortgagee's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee at Mortgagee's option may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the property to make repairs. Any amounts disbursed by Mortgagee pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Mortgagee to incur any expense or take any action hereunder.

8. That Mortgagor will not assign the rents of the property or any part thereof without the written consent of the Mortgagee.

9. That the Mortgagor will not sell, convey, transfer, lease or otherwise dispose of the property or any part thereof or any interest therein without the written consent of the Mortgagee and any such sale, conveyance, transfer, lease or other disposition without such consent shall constitute a default hereunder. Mortgagee may grant consent to any of the foregoing transactions upon such terms and conditions as Mortgagee may determine in its sole discretion, including, but not limited to, requiring that the unpaid balance of the indebtedness secured hereby be paid in full or that the interest rate payable with respect to such indebtedness be increased to a rate specified by Mortgagee.

10. That the Mortgagor will not permit or suffer the use of any of the premises for any purpose which may void any policy of insurance now or hereafter placed upon the premises, or which may make void or voidable any condition of insurance. Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the premises, or which may affect adversely the value of the premises, without the written consent of the Mortgagee.

11. That the Mortgagor will promptly comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the property, or any part thereof, and will promptly comply with all limitations, restrictions and conditions now or hereafter imposed on the use of the property, whether or not such limitations, restrictions or conditions have been complied with heretofore. Mortgagor will not suffer or permit any violation of any of the foregoing to exist on the property at any time. Mortgagor will promptly comply with all existing and future requirements of any board of fire underwriters or other similar body affecting the property. Mortgagor will also promptly comply with all existing and future requirements of any insurance company covering any of the property and requiring any alterations or improvements to be made on the property.

12. That the Mortgagee has the right to assign the Mortgagee's rights in the property and the proceeds resulting from any default by the Mortgagor. In the event of such assignment, the Mortgagee shall be relieved of all obligations hereunder and the assignee shall have all of the rights and powers of the Mortgagee. Mortgagor agrees that the assignee shall not be responsible for any of the covenants or agreements of the Mortgagee and that Mortgagor will not assert any offset against the assignee for any reason. Mortgagor shall not be relieved of any obligations hereunder by reason of any assignment, except as and to the extent that such obligations are assumed by the assignee. Mortgagor agrees that the rights of the assignee shall not be subject to (a) any claims, defenses or offsets which Mortgagor may have against the Mortgagee, or (b) any modification of this Mortgage, the Note or any other instrument executed in connection herewith, made without the assignee's consent. Mortgagor agrees that the assignee may enforce Mortgagor's obligations hereunder directly against Mortgagor without the necessity of joining the Mortgagee or bringing any proceedings against the Mortgagee. Mortgagor agrees that the assignee may foreclose this Mortgage by power of sale or judicial proceedings, at the option of the assignee, and may exercise any and all other rights available to the assignee under applicable law. Mortgagor agrees that the assignee shall have the right to collect the rents and profits resulting from the property during any period in which Mortgagor is in default, without the necessity of taking possession of the property, and Mortgagor agrees that any such rents and profits collected by the assignee may be applied first to the costs of collection, including, but not limited to, reasonable attorneys' fees, receiver's fees, premiums on receiver's bonds and costs of maintaining the property, and thereafter to the indebtedness secured hereby in such order as the assignee may determine. The assignee shall have access to the books and records used in the operation and maintenance of the property and Mortgagor agrees that the use of such books and records by the assignee shall be uninterrupted and without hindrance of any kind. Mortgagor agrees that upon the assignment hereunder of the Mortgagee's rights in the property and the proceeds resulting from any default by the Mortgagor, the assignee may, at any time thereafter, either in person, by agent or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the property or any part thereof, make, modify, enforce, cancel or accept surrender of any lease, obtain and evict tenants, fix or modify rents, and do any acts which the assignee deems proper to protect the security hereof, either with or without taking possession of the property. Mortgagor irrevocably authorizes the assignee to perform the foregoing acts and agrees that the assignee shall not be liable for any loss sustained by Mortgagor resulting from any act or omission of the assignee in managing the property unless the assignee has been finally adjudicated to be guilty of gross negligence or willful misconduct. Mortgagor agrees that the assignee has the right to rely upon any statement made by any person claiming any right to any rents and profits subject to the assignment hereunder, and Mortgagor agrees that neither the assignee nor the Mortgagee shall be obligated to inquire into the validity of any claim of right or any statement made to the assignee or the Mortgagee. Mortgagor hereby waives any right, claim or demand which Mortgagor may now have or may hereafter acquire against the assignee or the Mortgagee by reason of any assignment hereunder and any exercise by the assignee of any rights hereunder, and Mortgagor hereby agrees to indemnify the assignee and the Mortgagee for, and to hold the assignee and the Mortgagee harmless from, any and all liability, loss or damage which the assignee or the Mortgagee may incur under any lease or by virtue of any assignment hereunder and any exercise by the assignee of any rights hereunder, and from any and all claims and demands whatsoever which may be asserted against the assignee or the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any lease. Should the assignee incur any such liability, loss or damage under any lease or by virtue of any assignment hereunder and any exercise by the assignee of any rights hereunder, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse the assignee therefor immediately upon demand, and upon the failure of Mortgagor so to do the assignee may declare all sums secured hereby immediately due and payable. Nothing contained herein shall operate to place responsibility upon the assignee for the control, care, management or repair of the property, nor shall it operate to make the assignee responsible or liable for any waste committed on the property by the tenants or any other parties, or for any dangerous or defective condition of the property, or for any negligence in the management, upkeep, repair or control of the property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Mortgagor hereby waives any right, claim or demand which Mortgagor may now have or may hereafter acquire against the assignee or the Mortgagee by reason of any assignment hereunder and any exercise by the assignee of any rights hereunder, and Mortgagor hereby agrees to indemnify the assignee and the Mortgagee for, and to hold the assignee and the Mortgagee harmless from, any and all liability, loss or damage which the assignee or the Mortgagee may incur under any lease or by virtue of any assignment hereunder and any exercise by the assignee of any rights hereunder, and from any and all claims and demands whatsoever which may be asserted against the assignee or the Mortgagee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any lease. Should the assignee incur any such liability, loss or damage under any lease or by virtue of any assignment hereunder and any exercise by the assignee of any rights hereunder, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse the assignee therefor immediately upon demand, and upon the failure of Mortgagor so to do the assignee may declare all sums secured hereby immediately due and payable. Nothing contained herein shall operate to place responsibility upon the assignee for the control, care, management or repair of the property, nor shall it operate to make the assignee responsible or liable for any waste committed on the property by the tenants or any other parties, or for any dangerous or defective condition of the property, or for any negligence in the management, upkeep, repair or control of the property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

13. That the Mortgagor will pay to the Mortgagee the amount of all loss or damage sustained by the Mortgagee as a result of any default by the Mortgagor hereunder, including, but not limited to, reasonable attorneys' fees and costs incurred by the Mortgagee in connection with any such default, and that the Mortgagee may proceed to collect such loss or damage from the Mortgagor before or after the Mortgagee has exercised any other rights or remedies available to the Mortgagee hereunder. Mortgagor agrees that the Mortgagee shall not be required to give any notice of default to Mortgagor except as expressly provided herein. Mortgagor agrees that the Mortgagee shall not be required to give any notice of default to Mortgagor except as expressly provided herein.

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