

and remedies of a Secured Party under the Uniform Commercial Code. The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm the lien of this mortgage on any equipment.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury or decrease in the value of the premises, to the extent of all amounts which may be secured by this mortgage at the date of receipt of any such award of payment by the mortgagee, and of the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of such award or payment. The mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the mortgagee to confirm such assignment to the mortgagee of any such award or payment.

TO HAVE AND TO HOLD the aforescribed premises, with all rights and appurtenances, to the mortgagee and its successors and assigns forever, subject, however, to all those matters set forth in Exhibit B, hereunto annexed and made a part hereof; provided, however, that if the mortgagor well and truly satisfies all of the Obligations, at the time and in the manner specified in the Sale Agreement and Partnership Agreement and well and truly abides by and complies with each and every covenant and condition set forth herein, then those presents and the estate hereby shall cease, determine and be void.

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