

Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues and profits which may arise or be had therefrom, and including all heating, plumbing and lighting fixtures and any other equipment or fixtures now or hereafter attached, connected or fitted thereto in any manner.

TO HAVE AND TO HOLD all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The mortgagor covenants that it is lawfully seized of the hereinabove described lease and of a leasehold interest in and to the hereinabove described premises and that it has good right and lawful authority to execute and deliver this mortgage. The Mortgagor further covenants to warrant and forever defend all and singular the hereinabove described lease unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That it will promptly pay the principal and interest on the above referred to substitute promissory note, the above referred to future advances and any other indebtedness due by Mortgagor to Mortgagee and will promptly perform each and every term and condition of the above referred to Loan Agreement, all such payments and performances to be made and done at the times and in the manner provided.
2. That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of rent, taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein; and that all sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgagee, unless otherwise provided in writing.
3. That it will promptly and properly perform each and every term, covenant and agreement required to be performed by the Tenant under the hereinabove described lease, all such performances to be done at the times and in the manner in said lease provided.
4. That it will keep improvements now existing or hereafter erected upon the mortgaged property in good repair, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs are necessary and charge the expenses for such repairs to the mortgage debt.
5. That it will pay when due all rents, taxes, insurance premiums and public assessments and, on the failure of the Mortgagor to pay all rents, taxes, insurance premiums and public assessments, the Mortgagee may, at its option, pay said items and charge all advances therefor to the mortgage debt.
6. That it hereby assigns to the Mortgagee all the rents, issues and profits of the mortgaged premises from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings and his execution of his trust as receiver, shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

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