

between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and secured by this Mortgage.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all rents, profits, issues and revenues of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder.

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

And the Mortgagor covenants that is is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein or as set forth on Schedule "B" attached hereto and made a part hereof. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Except as otherwise specifically provided herein, if any portion of the principal or interest required under the Note shall be at any time past due and unpaid within the time periods prescribed for such payments herein and in the Note, or if any other default or event of default shall occur with respect to any condition, agreement, or covenant contained herein or in any instruments referenced herein, then the whole amount evidenced by said Note shall become immediately due at the option of the holder thereof, who may sue thereon and foreclose this Mortgage, and in case said Note, after its maturity, should be placed in the hands of any attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interest to place, and the holder should place, the said Note or this Mortgage in the hands of any attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this Mortgage as a part of said debt.

And the Mortgagor does hereby covenant and agree with the Mortgagee as follows:

ARTICLE I

I.1. PAYMENT OF INDEBTEDNESS. The Mortgagor will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due; provided that if the Mortgagor has insufficient Available Cash (defined herein as in the Note) to pay Stipulated Interest (defined herein to mean the stipulated interest called for under clause (a) of the Note), when due, the failure to make

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