

fixtures, refrigerators, refrigerating apparatus, ventilating or air conditioning system, elevators, screens, screen doors, awnings, blinds, window shades, kitchen cabinets, carpets, floor coverings, lobby furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, all of which shall be subject to this mortgage and considered part of the mortgaged premises. To the extent permitted by law, the foregoing items shall be considered part of the hereinabove described real estate.

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

And to the extent, if any, that any of the foregoing items should not be deemed in the law to be real estate the Mortgagor grants to the Mortgagee a security interest in the same and any proceeds thereof protected by the provisions of the Uniform Commercial Code.

And the said Mortgagor does hereby bind himself and his heirs, executors, successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against himself, his heirs, executors, successors and assigns, and all other persons whomsoever claiming or to claim the same or any part thereof.

The Mortgagor further covenants with the Mortgagee, its successors or assigns, as follows:

1. To pay said principal sum and interest thereon at the times and in the manners specified in said note and, in case of any foreclosure of this mortgage begun or completed, the expenses and the maximum sum permitted by law as attorney's fee, which are hereby declared to be a part of the debt hereby secured, and also to pay any other indebtedness that may accrue to the Mortgagee under the terms of this mortgage.
2. To keep protected and in good order, repair and condition at all times the buildings and improvements (including fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all appurtenances, apparatus and articles of personal property, including but not limited to furniture, furnishings, and equipment now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid real and personal property which may become lost, destroyed or unsuitable for use, and to keep insured the aforesaid real and personal property and the interests and liabilities incident to the ownership thereof, in manner, forms of coverage, forms, companies, sums and length of terms satisfactory to the Mortgagee; that all insurance policies are to be held by and, to the extent of its interests, are to be for the benefit of and first payable in case of loss to the Mortgagee, and the Mortgagor shall deliver to the Mortgagee a new policy as replacement for any expiring policy at least 15 days before the date of such expiration; that all amounts recoverable under any policy are hereby assigned to the Mortgagee, and in the event of a loss the amount collected may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby whether such indebtedness be then matured or unmatured; (2) used to fulfill any of the covenants contained herein as the Mortgagee may determine; (3) used to replace or restore the property to a condition satisfactory to the Mortgagee; (4) released in whole or any part thereof to the Mortgagor; the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this mortgage or other extinguishment of the indebtedness secured hereby, and Mortgagor shall have no right to reimbursement for premiums unearned at the time of any such assignment.
3. Not to commit or suffer any strip or waste of the mortgaged property or any violation of any law, regulation or ordinance affecting the mortgaged property, and not to commit or suffer any demolition, removal or material alterations of any of the buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Mortgagee,

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