

Together with all and singular the easements, ways, rights, privileges, tenements, members, alleys, passages, riparian rights, hereditaments and appurtenances to the same belonging or in any way incident or appertaining, including but not limited to, all and singular the buildings and improvements now or hereafter thereon (including all materials to be used in the construction, maintenance and repair of same), and together with all communications equipment, fire extinguishing equipment, shades, wall-to-wall carpeting, screens and screening, awnings, plants, shrubs, and landscaping, elevators, plumbing material, gas and electrical fixtures and equipment, and all heating, cooling, air conditioning, refrigerating, ventilating equipment, and lighting fixtures, equipment and/or apparatus, all built in stoves, ovens, ranges, disposals, dishwashers, water heaters, refrigerators, cabinets, and partitions now or hereafter on said premises, whether affixed or annexed or not, and used or usable in connection with any present or future operation of the premises, together with all additions and accessions thereto and replacements thereof and proceeds therefrom, all of which shall be deemed fixtures and conveyed by this mortgage and to such end this mortgage shall be construed as a mortgage of real and personal property and shall constitute a security agreement within the meaning of the Uniform Commercial Code and shall create a security interest in the property herein conveyed, and all rents, issues, and profits which may arise or be had from any portion or all of said premises.

TO HAVE AND TO HOLD all and singular the above-described premises, with the appurtenances thereto, unto the Mortgagee, its successors and assigns forever.

The Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. That the Mortgagor will perform, observe and comply with all provisions of the mortgage note, this mortgage and any other instrument or agreement given to secure the mortgage debt or given in connection with this loan, and to promptly pay the principal of and interest on the indebtedness evidenced by the said note, and all other sums payable pursuant to the note or secured hereby promptly and at the times and in the manner therein 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 taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein, and also any further loans, advances, readvances or credits that may be made hereafter to the Mortgagor by the Mortgagee; 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 the Mortgagor is lawfully seized of the premises hereinabove described in fee simple, has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee, its successors and assigns, forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof and agrees that such expenses and fees as may be incurred in the protection of the premises and the maintenance of the lien of this mortgage, including the fees of any attorneys employed by the Mortgagee in any litigation or proceeding affecting said premises, shall be paid by the Mortgagor and secured by this instrument.
4. That the Mortgagor will keep the premises, including all buildings and improvements encumbered hereby, and the contents thereof, constantly insured as may be required from time to time by the Mortgagee against loss by fire and such other hazards, casualties, and contingencies as may be required by the Mortgagee, including without limitation, business interruption insurance covering loss of rents, revenues, income, profits or proceeds from the premises or from leases, franchises, licenses, or concessions of all or any part of the premises. Mortgagor will obtain and maintain in force such other insurance coverage as Mortgagor is required to maintain by law or under any loan commitment or other separate written agreement between the Mortgagor and the Mortgagee. The Mortgagor shall pay promptly when due all premiums upon all such insurance. All such insurance shall be carried in companies and under policies approved as to form by the Mortgagee. All such insurance policies and renewals thereof shall be assigned to and held by the Mortgagee as collateral and further security for the indebtedness secured hereby and shall have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee, without contribution by the Mortgagee, pursuant to the New York standard or other mortgagee clause acceptable to the Mortgagee. The amount of coverage under such hazard insurance policies shall be the original principal amount of the mortgage note and other notes, if any, secured hereby, or actual replacement value of the premises, whichever is greater, with a minimum 90% co-insurance clause.

The periods of coverage afforded under such insurance policies shall be in accordance with the Mortgagee's directions. Not less than fifteen (15) days prior to the expiration date of each such policy of insurance, the Mortgagor shall deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of premium payment satisfactory to the Mortgagee. Such policies of insurance shall provide that the same may not be cancelled except after thirty (30) days' advance written notice of cancellation by the insurer to the Mortgagee. In the event of the foreclosure of this mortgage, the purchaser of the premises shall succeed to all the rights of the Mortgagor, including any right to unearned premiums in and to all policies of insurance assigned and delivered to the Mortgagee pursuant to the provisions of this numbered paragraph. In the event of loss affecting all or any part of the premises, the Mortgagor will give immediate notice thereof by mail to the Mortgagee. The Mortgagee may adjust and compromise any loss under any such hazard insurance policy and collect the proceeds therefrom. Each insurance company which issues any hazard insurance policy insuring the premises or any part thereof 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, after deducting expenses reasonably incurred in collecting same, may be applied by the Mortgagee, at its option, either to the reduction of the indebtedness hereby secured, whether or not then matured, or to the restoration or repair of the property damaged.

5. That the Mortgagor will pay all taxes, assessments, water and sewer rents, judgments, decrees and other charges and any liens or encumbrances now or hereafter assessed on or levied against the premises or any part thereof; and, on demand of the Mortgagee, will produce to the Mortgagee not later than ten (10) days before the date on which any taxes, assessments, water and sewer rents and other charges bear interest or penalties, receipts for all such taxes, assessments, water and sewer rents and other charges; and in case of default in the payment thereof as herein