

deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right, upon the happening of an event of default, to receive and collect the rents thereunder; and

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

The Mortgagor for itself, its successors and assigns, covenants (1) that it owns a good and marketable fee simple title to the Premises hereinabove described and that it has full power and right to mortgage same, and (2) that the said real estate is free from all liens and encumbrances, except those of record prior to the conveyance of the subject property by the Mortgagee herein to the Mortgagor, this being a Purchase Money Mortgage.

As further security for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor does hereby transfer, set over and assign to Mortgagee:

(a) All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

(b) All judgments, awards of damage and settlements hereafter made resulting from condemnation proceedings, or in lieu of any taking of the Premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf of and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgment or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.