

domain, either permanent or temporary, of all or any part of the said Mortgaged Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, said awards and compensation which are hereby assigned to Mortgagee, and Mortgagor does hereby appoint Mortgagee as its attorney-in-fact coupled with an interest and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of the Mortgagor, its successors and assigns, to adjust or compromise the claim for any such award and to collect and receive the proceeds thereof.

All of the above-mentioned real estate, buildings, improvements, fixtures, machinery, equipment, tenements, hereditaments and appurtenances, and other property interests are collectively referred to herein as the "Mortgaged Premises."

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted or mentioned or intended so to be, unto Mortgagee, its successors and assigns, to its or their own use forever.

PROVIDED ALWAYS, that if Mortgagor shall promptly pay all sums becoming due under the Note and this Mortgage and shall perform all the other provisions contained herein and in the Note, then the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

DEFINITIONS:

Assignment of Leases and Rents - The assignment of even date herewith by which Mortgagor assigns to Mortgagee all its right, title and interest in the Leases.

Commitment - The letter of commitment to make the Loan from Mortgagee to Mortgagor, as accepted by Mortgagor of even date herewith.

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