

all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stokers, stoves, heaters, ranges, hoods, dishwashers, disposals, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, washing machines, dryers, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors and storm windows; all radios and television sets; employees' uniforms, superintendent and janitor supplies, carpets, rugs and other floor coverings, are and shall be deemed to be fixtures and an accession to the freehold, and a part of the realty as between the parties hereto, their successors and assigns, 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 to be covered by this Mortgage. The Mortgagee agrees, however, that with reference to furniture and furnishings other than any articles separately specified above in this paragraph, this Mortgage shall be junior to such liens as may, with the Mortgagee's written approval, be placed thereon by the Mortgagor to finance the initial acquisition thereof. The lien of this Mortgage shall not extend to the personally owned furniture and furnishings of apartment tenants.

As further security for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All the rents, issues and profits of the premises and all rents, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, and all deposits of money as advance rent or for security, under any and all present and future leases of the premises, and does hereby assign and transfer all such leases to Mortgagee together with the right, but not the obligation, to collect, receive and receipt for all avails thereof, to apply them to said indebtedness and to demand, sue for and recover the same when due or payable. Mortgagee by acceptance of this Mortgage agrees, as a personal covenant applicable to Mortgagor only, and not as a limitation or condition hereof and not available to any lessee or tenant, that until a default shall be made or an event shall occur, which under the terms hereof shall give to Mortgagee the right to elect to foreclose this Mortgage, Mortgagor may collect, receive and enjoy such avails within the limitations provided for in covenant No. 9 below.

b. All judgments, awards of damages and settlements hereafter made as a result 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.

TO HAVE AND TO HOLD all and singular the premises unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend, all and singular, the said premises unto the Mortgagee, its successors and assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

MORTGAGOR COVENANTS AND AGREES:

1. That Mortgagor is lawfully seized and possessed of said premises; has good right to sell and convey the same; that the premises are free of all encumbrances; that the Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever.

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