

It is understood and agreed that any interest not paid when due hereunder shall become a part of the principal debt and bear interest at the same rate.

And if any portion of principal or interest be at any time past due and unpaid, or if default be made in respect to any condition, agreement or covenant contained herein, then the whole amount evidenced by said note to become immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity, it should be deemed by the holder thereof necessary for the protection of its interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then in any said events the Mortgagor promises to pay all costs and expenses, including a reasonable attorney's fee, these to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW, KNOW ALL MEN, that the said Mortgagor for and in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof with the interest thereon to the said Mortgagee according to the terms of said note and also for and in consideration of the sum of Three Dollars in hand paid by the said Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and released and by these presents does grant, bargain, sell, convey and release unto the Mortgagee and to its successors, legal representatives and assigns forever, all of the following described land, buildings, improvements, fixtures, furniture and appliances and other personal property (hereinafter sometimes collectively called the "premises"), to-wit:

(a) All that piece, parcel or lot of land with the buildings and improvements thereon, more particularly described in Schedule "A" attached hereto and made a part hereof.

(b) All gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, ovens, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air-conditioning, plumbing and heating fixtures, mirrors, mantles, refrigerating plant, refrigerators, iceboxes, dishwashers, carpeting, furniture, laundry equipment, cooking apparatus and appurtenances, and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein, **TNS** such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character hereby conveyed; and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Mortgagor in and to all property of any nature whatsoever now or hereafter situate on the premises or intended to be used in connection with the operation thereof shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto 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 secured by this mortgage.

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TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the premises hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor including but not limited to all rents, profits, issues and revenues of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving only the right to the Mortgagor to collect the same so long as the Mortgagor is not in default hereunder. In the event of default hereunder, the Mortgagee is hereby authorized to give notice to the tenant or tenants in said premises, and, thereafter said tenant or tenants shall pay said rents to the Mortgagee until notified in writing by the Mortgagee that payments to the Mortgagor may be resumed.

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

And the Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

And the Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

TNS * and all carpeting, all beds, tables, carts, trays, television sets, drapes, all kitchen equipment and all other equipment, **TNS** furnishings and fixtures customarily used in the operation of a nursing home.