

thereof, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities 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 prior to the expiration of such terms, including, further, the right upon the happening of an Event of Default, hereinbelow defined, and if applicable, after the expiration of the notice period provided for herein, to receive and collect the rents thereunder; and

TOGETHER with rights to the proceeds of any fire or hazard insurance policy covering the Property, or any part thereof, or any award in eminent domain proceedings for a taking or for loss of value of the Property or any part thereof.

TO HAVE AND TO HOLD the Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and behoof forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if Mortgagor shall pay or cause to be paid to the Mortgagee the Indebtedness, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor, and shall keep, perform and observe all and singular the covenants and promises in the Note, this Mortgage, the Assignment of Leases, Rents and Profits executed by Mortgagor to Mortgagee of even date herewith ("Assignment of Leases, Rents and Profits") and all other documents securing the Indebtedness and any renewal, extension or modification thereof, to be kept, performed and observed by and on the part of Mortgagor, all without fraud or