

income and other benefits from the property described in paragraphs (A), (B), and (C) hereof shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without the Mortgagee's specific written consent.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from THE MORTGAGED PROPERTY, subject, however, to the conditional permission given to the Mortgagor to collect and use such rents, income and other benefits as hereinabove provided; and the existence or exercise of such right of the Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Mortgagor, and any such subsequent assignment by the Mortgagor shall be subject to the rights of the Trustee and Mortgagee hereunder.

(F) ASSIGNMENT OF LEASES: TOGETHER WITH all right, title and interest of the Mortgagor in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B), and (C) hereof, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Mortgagor to collect the rents, income and other benefits arising under any such lease. The Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights provided by this paragraph.

TO HAVE AND TO HOLD the above-described MORTGAGED PROPERTY unto the said Mortgagee, its successors, and assigns, forever; and the Mortgagor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular THE MORTGAGED PROPERTY unto the Mortgagee, its successors, and assigns, against all persons whomsoever claiming or to claim the said property or any part thereof.

ARTICLE ONE

COVENANTS OF MORTGAGOR

The Mortgagor covenants and agrees with _____ the Mortgagee, or any successor in title as holder of the Note above described as follows:

1.01 Performance of Note, Deed of Trust, Etc. The Mortgagor shall perform, observe and comply with all provisions hereof, of the Note and of every other instrument securing the Note, and will promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note when payment shall become due.

1.02 Warranty of Title. The Mortgagor covenants and warrants that: (a) subject to the rights of others provided in the instruments described in Schedule "B" attached hereto and made a part hereof, the Mortgagor is seized of an indefeasible estate in fee simple in THE MORTGAGED PROPERTY, has good and absolute title to all existing Building Equipment hereby mortgaged and pledged, and has good right, full power and lawful authority to mortgage and pledge the same as provided herein and the Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy THE MORTGAGED PROPERTY and every part thereof in accordance with the terms hereof; THE MORTGAGED PROPERTY and all existing Building Equipment are free and clear of all liens, security interests, charges and encumbrances whatsoever except those