

E. All insurance proceeds and any awards and payments, including interest thereon, which may be made in respect of all or any part of the Premises, the Building and/or the Building Equipment, or any estate or easement therein, as a result of damage to or destruction of all or any part of the Building and Building Equipment, the exercise of the right of condemnation or eminent domain, the closing of, or the alteration of the grade of, any street on or adjoining the Premises, or any other injury to or decrease in the value of all or any part of such property, to the extent of the Obligations, which proceeds and awards are hereby assigned to the Mortgagee, subject to the provisions set forth herein, which is hereby authorized to collect and receive the same and to give receipts and acquittances therefor and to apply the same or any part thereof toward the payment or performance of the Obligations, notwithstanding the fact that the same may not be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said proceeds and awards and payments to the Mortgagee free, clear and discharged of any encumbrances of any kind or nature whatsoever.

F. All right, title and interest of the Mortgagor in and to any and all present and future "Leases" (as such term is hereinafter defined) of all or any part of the Property, and in and to the rents, issues and profits payable thereunder and cash or securities deposited thereunder as lessees' security deposits.

G. The franchises, permits, licenses and rights therein respecting the use, occupation and operation of the Premises, the Building and the Building Equipment or the activities conducted thereon or therein.

TO HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS A PURCHASE MONEY MORTGAGE.

PROVIDED ALWAYS, and these presents are upon the express condition that if the Mortgagor shall well and truly pay and perform the Obligations at the time and times,

RECEIVED

2011-08-27