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subtenants, including Fee Owner if it shall become a subtenant:

(a) All rents, profits, issues and revenues of the Mortgaged Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Borrower, however, so long as Borrower is not in default hereunder, the right to receive and retain the rents, issues, and profits thereof; and

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the 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, or to any right appurtenant thereto, including any award for change of grade or streets. Lender is hereby authorized on behalf and in the name of Borrower and Fee Owner to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, 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 the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the note, and any renewal, extension or modification thereof, and in this mortgage expressed to be kept, performed and observed by and on the part of the Borrower, all without fraud or delay, then this mortgage shall cease,