

of which are hereby understood and agreed to be part and parcel of said real property and appropriated to the use thereof, and whether affixed or annexed or not, shall for the purposes of this Mortgage be deemed conclusively to be real property and conveyed hereby, excluding, however, trade fixtures, partitions, furniture, furnishings and equipment used or procured for use in connection with the operation of any business conducted on said real property or any part thereof, whether or not affixed to said real property. The above described building service machinery, apparatus, equipment, fittings, fixtures and other building service equipment used or procured for use in connection with the operation and maintenance of the buildings on the above described real property are hereinafter sometimes referred to as the "building service equipment."

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TOGETHER also with all rents, income, revenues, issues and profits of the Trust Estate and the present and continuing right to make claim for, collect, receive and receipt for any and all of the said rents, income, revenues, issues and profits, which are hereby assigned, transferred and set over unto the Trustees.

TOGETHER also with all of the leasehold estate created by, and all of the interest of the Company as lessee under, the leases (hereinafter collectively referred to as the "Ground Leases") listed in Schedule A hereto.

TOGETHER also with all of the lessor interest in, and all of the interest of the Company as lessor under the Lease, dated as of the date of this Mortgage (herein, together with any leases supplemental thereto, amendatory thereof or substituted therefor termed the "Assigned Lease") between the Company and GENESCO Inc., a Tennessee corporation (the "Lessee"), including, but not by way of limitation, the immediate and continuing right to collect and receive all rents (fixed and additional), income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and

security payable to or receivable by the Company or any lessor under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the Properties or otherwise (except any sums which by the terms of the Lease are payable directly to any governmental authority or other person, firm or corporation other than the lessor thereunder); the right to assert all claims, rights, powers and remedies on the part of the Company, whether arising under the Lease or by statute or at law or in equity or otherwise, against the Lessee consequent on any default or defaults under the Lease; the right to receive and collect all rents payable to the Company on any subletting of any of the Properties pursuant to the Lease; the right to receive and collect all rents payable to the Company on any reletting of any of the Properties pursuant to the Lease; the right to make all waivers and agreements, to give all notices, consents and releases and to do any and all other things whatsoever which the Company or any lessor is or may become entitled to do under the Lease, except as above expressly set forth; together with full power and authority, in their names or in the name of the Company or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing.

TO HAVE AND TO HOLD all and singular the Trust Estate whether now owned or held or hereafter acquired, unto the Trustees, their respective successors in the trust and assigns forever.

SUBJECT, HOWEVER, to the leasehold interest granted to the Lessee by the Assigned Lease and Permitted Encumbrances.

IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all present and future holders of the Notes, and for the enforcement of the payment of the Notes and the interest and premium, if any, thereon, in accordance with their terms and the performance of and compliance with the obligations, covenants and conditions of this Mortgage, without preference, priority or distinction as to lien or otherwise of any one Note over any other Note by reason of priority in the issue, sale or negotiation thereof, or otherwise, so that each and every Note issued and to be issued as afore-