

or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures subject to any lien, security interest or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on their behalf (the "Improvements").

TOGETHER with all and singular, the tenements, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining, and the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, interest, claim and demand whatsoever of Mortgagor in and to the same and of, in and to every part and parcel thereof, including any and all awards, proceeds or payments resulting from any condemnation, exercise of eminent domain or casualty loss; and

TOGETHER with a security interest in all goods, machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached or to be attached to said property, and articles of personal property of every kind and nature whatsoever, now or hereafter located in, upon or under said property or any part thereof and used or usable in connection with any present or future operation of said property or the construction of improvements thereof and now owned or hereafter acquired by Mortgagor including but without limiting the generality of the foregoing, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating and power apparatus and equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus and equipment, boilers, ranges, furnaces, oil burners or units thereof; appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, together with all building materials and equipment now or hereafter delivered to the premises and intended to be installed therein; and together with all additions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing.)

TO HAVE AND TO HOLD all of the aforesaid property, rights and privileges, (hereinafter collectively referred to as the "mortgaged property"), to the use, benefit and behoof of Mortgagee, its successors and assigns, in fee simple forever; and Mortgagor hereby covenants that Mortgagor is lawfully seized and possessed of an indefeasible estate in fee simple in the premises and a fee simple estate in the improvements thereon; that Mortgagor has a good right to convey the same; that the same are free and discharged from all taxes, assessments, judgments, liens, encumbrances, claims or demands of every kind whatsoever, and that Mortgagor will and shall warrant and defend the title thereto against the claims of all persons whatsoever.

This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the goods specified above as part of the premises, which, under applicable law, may be subject to a security instrument pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said goods. Mortgagor shall pay all costs of filing such statements and renewals and releases thereof. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this Mortgage, including covenants to pay when due all sums secured by this Mortgage, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and at Mortgagee's option, may also revoke the remedies provided for herein as to such goods.

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