elevators, screens, screen doors, awnings, blinds, window shades, kitchen cabinets, carpets, floor coverings, lobby furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, all of which shall be subject to this mortgage and considered part of the mortgaged premises. To the extent permitted by law, the foregoing items shall be considered part of the hereinabove described real estate.

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever.

And to the extent, if any, that any of the foregoing items should not be deemed in the law to be real estate the Mortgagor grants to the Mortgagee a security interest in the same and any proceeds thereof protected by the provisions of the Uniform Commercial Code.

And the said Mortgagor does hereby bind himself and his heirs, executors, successors and assigns to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against himself, his heirs, executors, successors and assigns, and all other persons whomsoever claiming or to claim the same or any part thereof.

The Mortgagor further covenants with the Mortgagee, its successors or assigns, as follows:

1. To pay said principal sum and interest thereon at the times and in the manners specified in said note and, in case of any foreclosure of this mortgage begun or completed, the expenses and the maximum sum permitted by law as attorney's fee, which are hereby declared to be a part of the debt hereby secured, and also to pay any other indebtedness that may accrue to the Mortgagee under the terms of this mortgage.