

obligations and performance of all covenants of the Mortgagor under that certain Security Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, and (vi) the payment of all obligations and performances of all covenants of the Mortgagor under any other loan documents, agreements or instruments given in connection with or related to the Agreement, this Mortgage or the Notes, including obligations arising out of extensions, renewals or modifications of any of the foregoing, (all of the aforesaid indebtedness and obligations of the Mortgagor being herein called the "Mortgage Indebtedness", and all of the documents, agreements and instruments between the Mortgagor and the Mortgagee evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being herein collectively called the "Loan Documents"),

IN CONSIDERATION of the sum of Three Dollars (\$3.00) and the mutual promises hereinafter and as set forth in the Agreement and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Mortgagor does hereby grant, bargain, sell and release unto the Mortgagee, and its successors and assigns, the lands, premises and property situated in the jurisdictions and as otherwise described in Annex A attached hereto and made a part hereof (herein called the "mortgaged premises").

TOGETHER with all the Mortgagor's right, title and interest in and to all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining.

TOGETHER with all buildings and improvements now or hereafter situated upon the mortgaged premises or any part thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagee.

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the mortgaged premises.