

Leases - Any and all written leases, subleases, licenses, concessions, or grants of other possessory interests in any part of the Mortgaged Premises, now or hereafter in force, and the rents and profits therefrom.

Loan - as defined in the Note.

Loan Security Documents - All documents and items considered by Mortgagee to be related to the Loan, in form and substance satisfactory to Mortgagee, including but not limited to (a) the Note; (b) this Mortgage; (c) the Assignment of Leases and Rents; (d) Financing Statements; (e) the Commitment; and (f) any other miscellaneous loan documents, agreements and certifications executed and delivered in connection with the Loan.

AND MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Warranty of Title. Mortgagor warrants that it presently possesses an unencumbered fee simple title to the Mortgaged Premises, except for the lien of a certain first mortgage (the "First Mortgage") in favor of Westinghouse Credit Corporation, or any subsequent holder thereof (the "First Mortgagee") and those title exceptions not removed from the loan title policy issued by Commonwealth Land Title Insurance Company in connection with this Loan; that this Mortgage is a valid and enforceable second lien on the Mortgaged Premises subject only to the aforesaid first mortgage lien. Mortgagor shall preserve such title and the validity and priority of the lien hereof and shall forever warrant and defend the same to Mortgagee, its successors and assigns, against the claims of any persons and parties whomsoever. This Mortgage is a second mortgage subject to and subordinate only to the First Mortgage, but not to any modification, extension, replacement or renewal thereof, and only to the amount of principal and interest which from time to time remain unpaid thereon.