

2.5 Payment of the sum of SEVENTY-FIVE MILLION AND NO/100 DOLLARS (\$75,000,000.00) with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees, according to the terms of the Senior Notes, each dated of even date herewith and each having a maturity date of November 15, 1994, and all extensions, modifications, renewals or replacements thereof;

2.6 Payment, performance and observance by Borrower of each agreement, term, provision and condition contained in the Senior Note Indenture and the Securities Purchase Agreement and of all moneys expended or advanced by Holders pursuant to the terms thereof or to preserve any right of Holders thereunder;

2.7 Payment, performance and observance by Mortgagor of each agreement, term, provision and condition contained herein and of all moneys expended or advanced by Mortgagee pursuant to the terms hereof, or to preserve any right of Mortgagee hereunder, or to protect or preserve the Mortgaged Property or any part thereof.

All of the indebtedness and obligations secured by this Mortgage are hereinafter collectively called the "Obligation." Notwithstanding that this Mortgage secures the entire Obligation and that, as provided in Paragraph 10.14 hereof, the Mortgaged Property is not allocated to any portion of the Obligation, THE MAXIMUM AMOUNT SECURED BY THIS MORTGAGE SHALL BE LIMITED TO \$ 420,000.00.

SECTION 3. LEASES; ASSIGNMENT OF RENTS AND LEASES

3.1 To facilitate payment and performance of the Obligation, Mortgagor hereby absolutely transfers and assigns to Mortgagee all right, title and interest of Mortgagor in and to (i) all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Mortgaged Property, whether written or oral and whether for a definite term or month to month, together with any and all guarantees of the lessee's obligations thereunder and together with any and all extensions, modifications and renewals thereof (hereinafter called the "Leases"), and (ii) all rents, revenues, issues and profits now or hereafter arising from or out of the Leases or from or out of the Mortgaged Property or any part thereof (hereinafter called the "Rents"). In furtherance of this Assignment, and not in lieu hereof, Mortgagee may require a separate Assignment of Rents and Leases and/or separate specific assignments of rents and lease covering one or more of the Leases; the terms of all such assignments are incorporated herein by reference.

3.2 Mortgagor hereby authorizes and directs the lessees and tenants under the Leases that, upon written notice from Mortgagee, all Rents shall be paid directly to Mortgagee as

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