10

W

in the manner and at the time therein set forth, and containing certain other items and conditions, all of which are specifically incorporated herein by reference (as used herein, the term "Note" includes the Note described above and any promissory note delivered in exchange therefor pursuant to the terms of such Note); and

NOW, THEREFORE, to secure the payment of said indebtedness in accordance with the terms and conditions hereof, of the Contract and of the Note together with all extensions, renewals, modifications and changes in form of said indebtedness and the Note (the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$800,000, plus interest thereon), Mortgagor does hereby mortgage, grant, bargain, sell, convey and release to Mortgagee, its successors and assigns, to have and to hold unto Mortgagee, its successors and assigns, forever, subject, however, to Permitted Exceptions (as hereinafter defined), (a) Mortgagor's interest in the parcel of land described in Schedule A hereof (the "Land"), (b) Mortgagor's interest in and to all buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land including, without limitation, all additions, accessions, substitutions and replacements thereof, whether now owned, constructed, assembled, installed or placed upon the Land or hereafter acquired, constructed, assembled, installed or placed on the Land (the "Improvements"), (c) Mortgagor's interest as lessor under the Lease Agreement dated as of November 1, 1980 between Mortgagor, as lessor, and Mortgagee, as