

furnishings, building materials, construction equipment, office furniture and machines, and all other tangible personal property related to the use or operation of the Premises, whether similar or dissimilar, all accessions thereto, replacements or substitutions therefor and all proceeds from the sale thereof. It is the intention of the parties that each and every item described or otherwise included within this Paragraph B which is of such nature that the same could become affixed to the Land shall be deemed a fixture and a part of the real estate as soon as and to the maximum extent allowed by applicable law.

C. All funds, bank accounts, notes, accounts receivable, contracts, contract rights and general intangibles of whatever nature, existing or hereafter acquired or generated, which relate in any way to the Premises, or which are necessary or convenient for the construction and/or operation of the Premises, or which represent proceeds from the sale of any part of the Premises, including but not limited to, all construction contracts, architectural contracts, contracts for acquisition of materials or equipment, utility service contracts, easements and rights-of-way, permits, licenses and other approvals by Governmental Authority or otherwise, contracts of sale, lease or refinancing of all or any part of the Premises.

D. All Plans and Specifications, architectural or engineering studies, surveys, and other information or analyses of whatever nature, necessary or convenient for the construction or operation of the Premises.

Mortgagor warrants that Mortgagor has good and indefeasible title to the Land. Should the interest of Mortgagor in the Mortgaged Property be other or less than 100% full fee simple title thereto, and should Mortgagor hereafter acquire any other or further right, title or interest therein, then such right, title or interest shall be included in the Mortgaged Property and shall be subject to the lien hereof to the same extent as if owned by Mortgagor on the date hereof.

ARTICLE II - Secured Indebtedness

The indebtedness secured hereby (the "Secured Indebtedness") consists of:

*Handwritten initials and signature*

A. A certain Promissory Note of even date herewith made by Mortgagor and payable to the order of Mortgagee, in the principal amount of \$4,000,000.00, due April 30, 1984, bearing interest and containing provisions with respect to default, acceleration and liability for costs and attorneys' fees as therein provided; and any and all extensions or renewals thereof, or substitutions therefor. Such note and all such extensions, renewals or substitutions are herein collectively be called "The Note." The Mortgagee named in the heading of this instrument and all subsequent owners or holders of the Note or any part thereof are included within the term "Mortgagee".

B. Any indebtedness of Mortgagor to Mortgagee arising under the terms of this instrument or of any other Loan Documents.

C. Any other indebtedness of Mortgagor to Mortgagee, whatsoever, whether heretofore existing or hereafter incurred, and whether or not represented by any note or notes, or secured by any other security.

D. Any liability for interest on any of the foregoing, or for costs and attorneys' fees in connection with any of the foregoing.

1050

4325 RV 21