

and made a part hereof, TOGETHER WITH (i) all buildings and improvements now or hereafter situated thereon or therein; (ii) all rights, privileges, easements, hereditaments and appurtenances now or hereafter thereunto belonging or appertaining; (iii) all electric wiring, heating, plumbing, plumbing fixtures, heating fixtures, appliances for heating (including ranges), lighting, refrigeration, screens, awnings, shades, carpeting, dishwashers, disposals, clothes washers, clothes dryers, swimming pool equipment, air conditioning equipment, and all other fixtures and equipment now or hereafter installed in, on or about the aforesaid property by or on behalf of Mortgagor or any owner of the aforesaid property and used or for use therein, thereon or thereabout —all of said property being declared by the parties hereto to be real fixtures and part of the aforesaid real estate whether attached to the freehold or not; provided, however, that trade fixtures and other personal fixtures of any tenant now or hereafter installed on or about the aforesaid property are not intended to be included in this provision except to the extent of Mortgagor's interest therein; (iv) all condemnation awards, all hazard insurance proceeds and refunds of insurance premiums, all rents and other income derived from or pertaining to the property described herein, all accounts receivable pertaining to the said property or derived therefrom, and all proceeds of all non-monetary collateral when sold; (v) all warranties of every nature encumbered hereby or conveyed herein, and all after acquired properties conveyed herein or encumbered hereby pursuant to paragraph 36 hereof; (vi) all goods, equipment, fixtures and other property referred to in paragraph 18 hereof; and (vii) all other "Property" (as defined in the immediately succeeding paragraph) — TO HAVE AND TO HOLD all and singular the aforesaid Property unto the said Mortgagee to its own proper use and behoof forever. PROVIDED, ALWAYS, NEVERTHELESS, and it is the true intention and meaning of the parties to these Presents, that if the said Mortgagor does, and shall, well and truly pay, or cause to be paid, unto the said Mortgagee the said debt or sum of money aforesaid, with the interest thereon on or before the time same or any part thereof shall become due and all of the representations contained in said Note shall be and remain true and valid, and provided further that if Mortgagor shall observe, satisfy, perform, fulfill and keep free of default each of the terms, covenants and conditions herein contained or contained in any of said Loan Documents, according to the true intention and meaning thereof, then this Mortgage shall cease, determine and be utterly null and void; otherwise, it shall remain in full force and effect.

All of the property conveyed or encumbered above or otherwise conveyed to or encumbered in favor of Mortgagee herein or hereafter and each and every part thereof, together with all other property now or hereafter conveyed to Mortgagee in or encumbered by any of the Loan Documents (as hereinafter defined), INCLUDING, without limitation of any kind or nature, all rights, titles and interests now or hereafter granted or inuring to the benefit of Mortgagee herein or in any of the Loan Documents, shall hereafter be referred to for all purposes herein as the "Property".

The Note, this Mortgage and each instrument now or hereafter securing said Note or providing for, evidencing or securing the loan secured hereby or executed by Mortgagor or others in connection therewith or any amendments of any of the foregoing documents shall be hereinafter collectively referred to as the "Loan Documents".

AND IN CONSIDERATION OF THE PREMISES, THE MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor will promptly pay when due all taxes, assessments and charges levied upon or affecting said Property and immediately after each of such payments will deliver official receipts therefor to the Mortgagee.

2. Mortgagor will keep said Property constantly insured against loss by fire with extended coverage in an amount satisfactory to Mortgagee in all respects so as to avoid any claim on the part of the insurers for co-insurance and, in addition, will keep in full force and effect policies of insurance insuring against such other hazards, casualties, and contingencies (including, but not limited to, liability and rent insurance) as Mortgagee may require. Such policies will be on such forms, in such companies, for such periods, and in such amounts as Mortgagee may require from time to time with loss payable to the Mortgagee under a New York Standard Mortgagee Clause or such similar clause as may be required by Mortgagee. Mortgagor will deliver the policy or policies required herein or pursuant hereto to Mortgagee as additional security; and, where renewal policies are necessary in the performance of this covenant, Mortgagor will deliver such policies to Mortgagee at least fifteen (15) days before the expiration of the existing insurance, together with a receipt showing all premiums paid in full. Any and all insurance in the possession