

TOGETHER WITH all right, title and interest of the Mortgagor in and to all buildings, structures and other improvements now or hereafter erected, constructed or placed upon the above-described Property including all building equipment and fixtures of every kind and nature (the "Improvements");

TOGETHER WITH ALL right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to the land lying in the bed or within the right of way of any street, road or avenue, opened or proposed, in front of or adjoining the above-described Property to the center line thereof;

TOGETHER WITH all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagee;

TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Personal Property"), now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said Property, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators, escalators; shades, awnings, screens; storm doors and windows; refrigerators; cooking apparatus and mechanical equipment, gas and electric fixtures; partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, furniture in public spaces, halls and lobbies; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies, furniture and furnishings used in the operation of the premises; together with all additions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

TOGETHER WITH any and all right, title and interest of Mortgagor to the proceeds of all insurance in effect with respect to the Premises (hereinafter defined), and to any and all awards or payments, including interest thereof, and the right to receive the same which may be made with respect to the Premises as a result of (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to, taking of, or decrease in the value of, the Premises to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of a reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such proceeds, award or payment, and the rights of Mortgagor under present or future contracts involving said property.

TOGETHER WITH (a) all of Mortgagor's rights further to encumber said property for debt unless such encumbrance is subordinate to any present or future leases and (b) all of Mortgagor's rights to enter into any lease that is or may become subordinate to any mortgage other than this instrument.

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