

extinguishing systems, apparatus and equipment; all television, telephone, radio and other musical equipment; all passenger and freight elevators, escalators and machinery and equipment pertaining thereto; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; and all heating, lighting, plumbing, gas-burning, oil-burning, air-conditioning and electrical fixtures, machinery and equipment of whatsoever kind and nature and all other personal property owned by the Mortgagor now or at any time hereafter in or on the Mortgaged Premises and in the building erected thereon used or useful in the operation of the Mortgaged Premises, whether or not attached to the real estate, and all additions to and substitutions and replacements of any of the above-described types and items of property, and any proceeds of any thereof, and with respect to the Mortgaged Premises, all leases and contracts already in existence and those to be created in the future, together with all rents to become due under existing or future leases; it being mutually agreed that all the aforesaid property owned by the Mortgagor and placed by it on the Mortgaged Premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty and security for the said indebtedness and covered by this Mortgage, and as to the balance of the property aforesaid and all fixtures, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating hereby a security interest in said property, securing the said indebtedness for the benefit of Mortgagee; excluding from such Security Agreement and the definition of "Mortgaged Premises", all improvements, buildings, materials, movable fixtures and personal property affixed to or within the Mortgaged Premises which are owned by the tenants of the space under the terms of the Leases, unless such improvements, buildings and materials become Mortgagor's property as the result of a termination of such Lease, in which event the aforesaid shall be subject to the lien hereof.

(iii) All awards and other compensation heretofore and hereafter to be made to Mortgagor for any taking by eminent