

(d) all buildings and improvements of every kind and description now or hereafter erected or placed on said real property and all materials intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter so erected;

(e) all machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever owned or hereafter acquired by Mortgagor, or in which Mortgagor has an interest, and now or hereafter located on or about said real property (including, but without limiting the generality of the foregoing, all heating, lighting, laundry and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, ducts and compressors, elevators, alarm systems, escalators, shades, carpets, awnings, screens, doors and windows, dishwashers, disposals, stoves, refrigerators, ovens, attached cabinets, partitions, plants, shrubbery, swimming pool, office and clubhouse furniture and furnishings and other furniture and furnishings);

(f) all leases of said real property, or any portion thereof, and all modifications, extensions and renewals thereof, now or hereafter entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms;

(g) all awards heretofore and hereafter made by the reason of the taking by eminent domain of the whole or any part of said real property and improvements, including any awards for use and occupation and for change of grade of streets; and

(h) all proceeds of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, windstorm or other hazard to the whole or any part of said real property and improvements thereon.

(All of the foregoing, including said real property described on said Exhibit A and all improvements thereon, are herein collectively referred to as the "Property.")

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its Successors and Assigns forever. And the said Mortgagor does hereby bind itself and its Successors to warrant and forever defend all and singular the said premises unto the said Mortgagee, its Successors and Assigns, from and against itself and its Successors, lawfully claiming, or to claim the same, or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these Presents, that if said Mortgagor do and shall well and truly pay, or cause to be paid unto the said Mortgagee the said debt or sum of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said Note, then this Mortgage shall cease, determine, and be utterly null and void; otherwise it shall remain in full force and virtue.

#### PART A

MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:

1. Mortgagor has (i) good, marketable and indefeasible title in fee simple to the Property and (ii) full right and authority to make this conveyance, all subject to the exceptions set forth on Exhibit B attached hereto.