

defined) whether now existing or hereafter entered into, and all rents, income, revenue, issues and profits (the Rents and Profits) now or hereafter arising from the Property, provided that until the occurrence of an Event of Default as hereinafter set forth and the election of the holder of the Note (as defined below) to collect the Rents and Profits after such event of default, the Mortgagor shall have the right to collect and dispose of the Rents and Profits, and provided further that this assignment shall not impose on the Mortgagee any of the Mortgagor's obligations under such leases, subleases, service or operating agreements and contracts. The terms of this assignment are more fully set forth in an Assignment of Leases, Rents and Profits between Mortgagor and Mortgagee of even date herewith (the "Assignment").

TOGETHER WITH all right, title, interest, property, claim and demand of Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley, in front of or adjoining the Property.

All of the above described real estate, buildings, fixtures and other property and interests are referred to herein as the "Property".

It is the intent of the parties hereto that this Mortgage shall serve as a security agreement granting the

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