

before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor has granted, conveyed, bargained, sold, aliened, remised, released, assigned, transferred, mortgaged, hypothecated, pledged, set over and confirmed, and by these presents does hereby grant, convey, bargain, sell, alien, remise, release, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Mortgagee all and singular of the following (which is hereinafter referred to collectively as the "Collateral"):

FIRST,

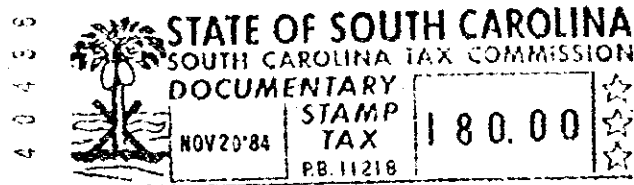
All of the Mortgagor's right, title and interest in and to the lands, parcels, tracts, premises, and property particularly described in Exhibit B hereto, which by this reference is incorporated herein and made a part hereof as if set forth herein verbatim, and including without limitation (i) all buildings and improvements now or hereafter situated thereon or upon any part thereof, (ii) all heating, plumbing and lighting apparatus, motors, engines, machinery, electrical equipment, incinerator apparatus, air-conditioning equipment, water and gas apparatus, pipes, faucets, and all other fixtures of every description which are now or may hereafter be placed or used thereon or upon any part thereof or in any building or improvement now or hereafter situated thereon, (iii) all land lying in the bed of any street, road, avenue, alley or walkway, opened, proposed or vacated, or any strip or gore, in front of or adjoining such lands, parcels, tracts, premises and property, and (iv) all easements, rights-of-way, licenses, privileges, members, tenements, estates, hereditaments, appurtenances and other rights and interests now or hereafter in any wise belonging, incident or appertaining to such lands, parcels, tracts, premises and property or any part thereof, and any reversions and remainders of any of the foregoing. All of the foregoing is hereinafter referred to collectively as the "Mortgaged Premises."

SECOND,

All of the inventory, equipment, machinery, apparatus, fittings, fixtures, furniture or other tangible property, wherever situated, in which the Mortgagor now or hereafter has or acquires any right, title or interest, including without limitation the items more particularly described in Exhibit C hereto, which by this reference is incorporated herein and made a part hereof as if set forth herein verbatim.

THIRD,

All leases and other agreements affecting the use, enjoyment or occupancy of the Mortgaged Premises now or hereafter entered into.



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