

machinery and fixtures of every kind and nature whatsoever forming part of said structures or buildings.

“Premises” means the premises described in Schedule A hereto including all of the easements, rights, privileges and appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of the Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired.

“Involuntary Rate” means the rate of interest per annum provided in the Note plus 1½% but in no event to exceed the maximum rate allowed by law.

All terms of this Mortgage which are not defined above have the meaning set forth in this Mortgage.

GRANTING CLAUSE

Now, THEREFORE, the Mortgagor, in consideration of the premises and in order to secure the payment of both the principal of, and the interest and any other sums payable on, the Note or this Mortgage and the performance and observance of all the provisions hereof and of the Note and of the Building Loan Agreement, including the payment of any sums advanced by the Mortgagee to complete the Improvements contemplated by the Building Loan Agreement to the extent the aggregate of such sums and any other sums expended pursuant hereto exceed the sum of the Mortgage Amount, hereby gives, grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms unto the Mortgagee, all its estate, right, title and interest in, to and under any and all of the following described property (the Mortgaged Property) whether now owned or held or hereafter acquired:

- (i) the Premises;
- (ii) the Improvements;
- (iii) the Chattels;
- (iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including

