(iii) All of Mortgagor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures or Personalty, including, but not limited to, those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; and

(iv) Any and all other security and collateral, of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein.

- (o) Mortgagee: Cardinal Federal Savings Bank, whose address for notice hereunder is 333 Euclid Avenue, Cleveland, Ohio 44114, Attention: President; with a copy of all notices or correspondence to G. Del Bates, Esq., Parks, Eisele & Bates, 1100 The Illuminating Building, 55 Public Square, Cleveland, Ohio 44113-1986, and the subsequent holder or holders, from time to time, of the Note [as defined in Paragraph 1.1(q) hereinbelow].
- (p) Mortgagor: The above-defined Mortgagor, whether one or more, and any and all subsequent owners of the Mortgaged Property [as defined in Paragraph 1.1(n) hereinbelow], or any part thereof [without hereby implying Mortgagee's consent to any Disposition (as defined in Paragraph 11.16 hereinbelow) of the Mortgaged Property].
- (q) Note: The Promissory Note of even date herewith, executed by Mortgagor payable to the order of Mortgagee, in the amount of THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,700,000.00), and secured, inter alia, by this Mortgage and any and all renewals, rearrangements, reinstatements, enlargements or extensions of such Promissory Note or of any promissory note or notes given therefor.
- (r) Obligations: Any and all of the covenants, conditions, warranties, representations and other obligations (other than to repay the Indebtedness) made or undertaken by Mortgagor, Guarantor or any other person or party to Mortgagee or others, as set forth in the Note, this Mortgage, the Guaranty, the Loan Agreement, the Leases and all other documents now or hereafter executed by Mortgagor, Guarantor or any other person or party in connection with the indebtednesses evidenced by or owing pursuant to the Note or the Loan Agreement and in any deed, lease, sublease or other form of conveyance or any other agreement pursuant to which Mortgagor is granted a possessory interest in the Land.
- (s) <u>Permitted Encumbrances</u>: The outstanding easements, restrictions and other matters (if any) as reflected on Exhibit "B" attached hereto and the liens and security interests created by the Security Documents [as defined in Paragraph 1.1(w)].