

cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cooking apparatus and mechanical equipment, gas and electric fixtures, partitions, mantels, build-in mirrors, window shades, blinds, furniture of public spaces, halls and lobbies, attached cabinets, ducts and compressors, rugs and carpets, draperies, furniture and furnishings used in the operation of the premises, together with all additions thereto and replacements thereof (Mortgagor hereby agreeing with respect to all additions and replacements, to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

TOGETHER WITH (a) the reversion or reversions, remainder and remainders, rents, issues and profits thereof, which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon and Equipment; (b) all the estate, right, title and interest, claim and demand whatsoever of Mortgagor of, in and to the same, and of, in and to every part and parcel thereof; and (c) any and all awards or payments, including interest thereon, and the right to receive the same as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to, taking of, or decrease in the value of, the premises to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee, and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

TOGETHER WITH (a) all of Mortgagor's rights further to encumber said property for debt except by such encumbrance which by its actual terms and specifically expressed intent shall be and at all times remain subject and subordinate to (i) any and all tenancies in existence when such encumbrance becomes effective, and (ii) any tenancies thereafter created; Mortgagor hereby (i) representing as a special inducement to Mortgagee to make the loan secured hereby, that as of the date hereof there are no encumbrances to secure debt junior to this Mortgage, and (ii) covenanting that there are to be none as of the date when this Mortgage becomes of record, except in either case encumbrances having the prior written approval of Mortgagee, and (b) all of Mortgagor's rights to enter into any lease or lease agreement which would create a tenancy that is or may become subordinate in any respect to any mortgage other than this Mortgage.

TO HAVE AND TO HOLD the foregoing, all of which are collectively referred to herein as the "Premises" unto the Mortgagee, its successors and assigns, in fee simple forever.

Mortgagor warrants that Mortgagor has good title to Premises, is lawfully seized and possessed of Premises and every part thereof and has the right to convey same; that Premises are unencumbered except as herein expressly provided; that Mortgagor will forever warrant and defend title to Premises unto Mortgagee against claims of all persons whomsoever.

The Mortgagor hereby covenants and agrees with the Mortgagee:

1. To pay all sums secured by this Mortgage when due.
2. To pay, when due and payable, all taxes, assessments (general or special) and other charges levied on, or assessed, placed or made against the Premises, this Mortgage or the Secured Indebtedness or any interest of Mortgagee in the Premises or the obligations secured hereby, and promptly deliver to Mortgagee receipts showing payment in full of the same.