

TOGETHER with all building equipment and supplies delivered to the site and intended to be installed thereon; and

TOGETHER with all other furniture, machinery, equipment, tools, and other personal property of the Mortgagor now or hereafter situate upon or about the premises and/or used in connection therewith; and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of the Premises and/or property and/or improvements thereon; provided, however, so long as there shall exist no event of default, as hereinafter defined, on the part of Mortgagor, Mortgagor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits therefrom and to retain, use and enjoy the same; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) 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.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Mortgagee, its successors and assigns, forever.

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

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by the Note in accordance with the terms thereof, said Note being due March 1, 1985, unless extended to the ultimate date of March 5, 1997 as provided in the Note, and all renewal or renewals and extension or extensions of the Note or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"); provided, however, in no event shall the Secured Indebtedness exceed Six Hundred Thousand Dollars (\$600,000.00) plus any amounts advanced by Mortgagee for Mortgagor's account for payment of taxes, assessments, insurance and necessary repairs together with interest on such sums so advanced at the default rate set forth on the Note.

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

ARTICLE 1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this Mortgage provided.

ARTICLE 2. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this mortgage and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by *JA*