

(e) all of the interest of Grantor as landlord under each and every Occupancy Lease, together with all rents, revenues, and other sums paid or payable to Grantor pursuant to any Occupancy Lease; and

(f) all income and monies received by Grantor from the use, occupancy, management, operation or control of such land and the improvements.

(the Property, together with all other properties and monies at the time subject to the security title and lien of this mortgage or held by Grantee hereunder, being herein collectively called the "Demised Estate");

TO HAVE AND TO HOLD the Property with all rights, privileges and appurtenances thereunto belonging unto Grantee, its successors and assigns forever. Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the Demised Estate unto Grantee, its successors and assigns, from and against Grantor, its successors and assigns, and all other persons whatsoever lawfully claiming or to claim the same or any part thereof.

NOW THEREFORE, for the securing of the payment of said indebtedness, Grantor hereby covenants and agrees with Grantee as follows:

1. The Note. 1.1 Payment and Compliance with Terms. Grantor will duly and punctually pay or cause to be paid the principal of and premium, if any, and interest on the Note in accordance with the terms thereof and will otherwise duly comply with the terms thereof.

1.2 Optional Prepayment with Premium. Grantor may at its option, upon not less than 30 nor more than 90 days' prior written notice to Grantee, prepay on any installment payment date following the twelfth anniversary of the date of the Note, all of the Note at the time outstanding, at the principal amount thereof, together with interest accrued thereon to the date of such prepayment, plus a premium (a percentage of such principal amount) equal to 5% if such prepayment occurs during the 12-month period beginning with such thirteenth anniversary and declining by 1% for each subsequent 12-month period.

1.3 Maturity Prepayments. In the case of each prepayment of the Note, the principal amount thereof to be prepaid shall mature and become due and payable on the date fixed for such prepayment, together with the applicable premium, if any, and interest accrued thereon to such date.

1.4 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Grantor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor (Grantor hereby agreeing that an indemnity agreement of Grantee will be satisfactory to it) or, in the case of any such mutilation, upon surrender and cancellation of the Note, Grantor at its expense will issue, in lieu thereof, a new Note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.

1.5 Taxes, etc. Grantor will pay to Grantee sums sufficient to reimburse it for any tax (including interest and penalties), at any time payable in connection with the issue and sale to or the purchase by Grantee of the Note, including, without limitation, any tax measured by the principal amount of the Note payable at or prior to the recordation of this mortgage.