

same, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license, and the reversion and reversions and remainder and remainders thereof; and

TOGETHER with all rents, issues, proceeds and profits accruing and to accrue from said premises; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, re-construction, alteration and repairs of such improvements, now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to the said mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas range, ice boxes, mechanical refrigerators, awnings, shades, screens, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Mortgagor and placed by it on said premises shall, so far as permitted by law, be deemed to be fixtures and a part of the realty, security for the said indebtedness and covered by this Mortgage; and

TOGETHER with all awards and other compensations heretofore or hereafter to be made to the present and all subsequent owners of the mortgaged premises for any taking by eminent domain, either permanent or temporary, of all or any part of the said premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee, and Mortgagor hereby appoints Mortgagee its Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option of the Attorney, on behalf of Mortgagor or the heirs, personal representatives, successors or assigns of Mortgagor to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable or that the indebtedness is otherwise adequately secured.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever.

AND MORTGAGOR COVENANTS AND WARRANTS lawful seisin of an indefeasible estate in fee simple of the said premises; that the same is free from all encumbrances and liens whatsoever except for the various first mortgage liens listed on Exhibit "A"; that Mortgagor has good and legal right, power and