

stitution or renewal of such machinery, equipment, fixtures and personal property. In the event any such machinery, equipment, fixtures or other personal property is not sufficiently ascertainable at the time of the execution of this Indenture to be specifically described in Schedule B, in order to constitute this Indenture a valid and enforceable lien thereon, this Indenture shall be supplemented from time to time in order to bring within the lien of this Indenture any and all such machinery, equipment, fixtures and other personal property of the Grantor.

DIVISION III

All right, title and interest of the Grantor in and to the rents, issues, profits, income, revenues and receipts derived from the Trust Estate or any part thereof including without limitation, all right, title and interest of the Grantor, as Lessor, in, under and to the Lease, between the Grantor, as Lessor, and the Corporation, as Lessee, covering the property described in Divisions I and II and all rents, issues, profits, income and other sums due and to become due under and pursuant to or by reason of the Lease, (excluding, however, amounts provided by the Corporation thereunder to the Grantor and other local taxing authorities in lieu of taxes pursuant to Section 6.02 thereof and amounts paid by the Corporation to the Grantor pursuant to Section 8.01 and 8.02 thereof) it being the intent and purpose hereof that the assignment and transfer to the Trustee of the rents and other sums due and to become due under the Lease shall be effective and operative immediately and shall continue in force and effect, and the Trustee shall have the right to collect and receive said rents and other sums for application in accordance with the provisions hereof, at all times during the period from and after the date of this Indenture until the indebtedness hereby secured shall have been fully paid and discharged, including without limitation at all times after the institution and during the pendency of foreclosure proceedings and after any sale on foreclosure. So long as the Lease shall not have been terminated in accordance with the provisions thereof, the Grantor is to remain liable to observe and perform all the conditions and covenants in said Lease provided to be observed and performed by it.

DIVISION IV

All rights, privileges, licenses, permits, immunities and easements of every kind and nature appurtenant to the properties and estates described in Divisions I through III hereof or appurtenant to any property covered by any instrument at any time hereafter conveying, mortgaging, pledging or assigning any property of any kind to the Trustee hereunder to be held as part of the mortgaged property; and also all and singular the tenements, hereditaments or appurtenances belonging to said properties or any part thereof or in any wise appertaining thereto and the reversions, remainders, rents, issues and profits thereof (including, but without limitation of the present assignment, pledge and transfer of the rents, income and other sums due and to become due under and pursuant to the Lease which is provided for in Division III hereof, the rents, issues and profits during any period allowed by law for the redemption of the mortgaged property after any foreclosure or other sale); and all the estate, right title and claim whatsoever, at law as well as in equity, which the Grantor now has or may hereafter acquire in and to the property

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