

TOGETHER WITH all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above-described real estate to the center line thereof, and all access rights and easements appertaining thereto.

TOGETHER WITH all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said property and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment") other than property of bona fide tenants, now or hereafter located in, upon or under said property or any part thereof and used or useable in connection with any present or future operation of said property, including but not limiting the generality of the foregoing, all heating, air conditioning, sprinklers, freezing, lighting, laundry, incinerating and dynamo and generating equipment; engines, pipes, pumps, tanks, motors, conduits; switchboards, plumbing and plumbing fixtures; lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air conditioning apparatus; vacuum 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, built-mirrors, window shades, blinds, furniture of public spaces, halls and lobbies; attached cabinets; partitions; 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 instrument.