

(ii) the structures or buildings, and replacements thereof, to be erected upon the Realty by the Mortgagor, including all plant equipment, apparatus, machinery, and fixture of every kind and nature whatsoever forming part of said structures or buildings or of any structures or buildings heretofore standing on the Realty or on any part thereof (collectively the "Improvements");

(iii) all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacements thereof, other than those owned by lessees, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements on the Realty (collectively the "Chattels");

(iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards;

(v) all leases of the Premises, or any part thereof, now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of any default hereunder, to receive and collect the rents thereunder,

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

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. Warranty of Title. The Mortgagor covenants, warrants and represents that it is lawfully seized in fee simple of the Premises, and that the same are free of all liens and encumbrances except as otherwise recited herein; that Mortgagor has a good right, full power and lawful authority to mortgage the Premises and that it will forever warrant and defend the title to the Premises and the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever; that it will own the Chattels free and clear of liens and claims, and that the execution and delivery of this Mortgage has been authorized by its board of directors.

2. Payment of Indebtedness. The Mortgagor will punctually pay or cause to be paid the principal and interest calculated on the basis of a 360 day year for the actual number of days elapsed and all other sums to become due in respect of the Note or any renewals or extensions thereof, at the time and place and in the manner specified therein, according to the true intent and manner thereof, all in the coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

3. Payment of Taxes. The Mortgagor from time to time when the same shall become due and, during the period of construction of the Improvements as soon as the same become liens whether or not then due and payable, will pay and discharge all taxes of every kind