

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits.

b. All judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof.

c. Upon condemnation of the premises or improvements or any part thereof, the entire unpaid balance of the Note secured hereby shall, at the option of the Mortgagee, at once become due and payable, and any amounts paid to the Mortgagor for such taking shall be paid to Mortgagee and be applied upon the indebtedness hereby secured.

TO HAVE AND TO HOLD the aforesaid Long Term Ground Lease unto the Mortgagee, its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend said Lease unto Mortgagee, its successors and assigns, from and against the said Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof for and during all the rest, residue and remainder of the term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions and provisions in said Lease.

Together with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all shades, awnings, venetian blinds, screens, screen doors, storm doors and windows, stoves and ranges, and all other kitchen cabinets and equipment, curtain fixtures, partitions, attached floor covering including carpeting, now or hereafter therein or thereon and all fixtures, apparatus, equipments or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the premises as distinguished from fixtures which relate to the use, occupancy and enjoyment of the premises, it being understood that the enumeration of any specific articles of property shall in nowise exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall for the purpose of this mortgage be deemed to be real estate and conveyed and mortgaged hereby.

MORTGAGOR COVENANTS AND AGREES:

1. That the Mortgagor is lawfully possessed of said premises, has good right to sell and convey the same; that the premises are free of all encumbrances; and that Mortgagor warrants and will defend the title thereto against the lawful claims of all persons whomsoever.

RESIDUAL

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