

waste oil tanks, water systems, security systems, steam cleaners, and any other equipment or fixtures now or hereafter attached, connected, or fixed thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment other than the usual household furniture, are to be considered a part of the real estate; and

TOGETHER with all building equipment and supplies delivered to the site and intended to be installed thereon; and

TOGETHER with all other furniture, machinery, equipment, tools, and other personal property, except vehicles, of the Mortgagor now or hereafter situate upon or about the premises and/or used in connection therewith.

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property improvements thereon; provided, however, so long as there shall exist no event of default, as hereinafter defined, on the part of Mortgagor, Mortgagor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the property and to retain, use and enjoy the same; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) 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.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of the Mortgagee, its successors and assigns, forever, in FEE SIMPLE.

Mortgagor warrants that Mortgagor has good title to the Premises, and is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that the Premises are unencumbered except as may be herein expressly provided; and that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claim of all persons whomsoever.

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by two Notes described in Article 10 of this mortgage in accordance with the terms of the Notes, said Notes both being due September 1, 1993, together with any and all indebtedness now owing or which may hereafter be owing by Mortgagor to Mortgagee however incurred, and all renewal or renewals and extension or extensions of the Notes or other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon and shall perform the covenants as in