

declaration and hereby stated intention of the parties hereto, that everything used in connection with the production of income from the Premises and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as fixtures, accessories and part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time.

12. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the premises," the word "Mortgage" shall mean "this First Mortgage of Real Estate, Assignment of Leases and Rents, and Security Agreement," the word "Mortgagee" shall "Mortgagee or any subsequent holder or holders of this Mortgage," the word "Note" shall mean "the \$16,300,000.00 note secured by this Mortgage," the word "person" shall mean "an individual, corporation, partnership, or unincorporated association," the word "Property" shall include the real estate hereinbefore described, together with all equipment, condemnation awards, and any other rights or property interest at any time made subject to the lien of this Mortgage by the terms hereof, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other.

13. This Mortgage cannot be changed except by an agreement