

(c) All income, rents, issues, profits and revenues of the Premises (as hereinafter defined) from time to time accruing (including without limitation all payments under leases or tenancies, proceeds of insurance, condemnation payments or tenant funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor and/or Fee Owner of, in and to the same, reserving only the right to Mortgagor and/or Fee Owner to collect the same so long as Mortgagor is not in Default hereunder;

all of which shall be deemed to be a portion of the security for the Indebtedness herein mentioned and secured by this Mortgage, and, collectively with the Land, the Land Lease, the Easements and the Air Rights, together with all of Mortgagor's and Fee Owner's right, title, interest, claim and demand in and to all and any part of same, being called the "Premises."

Mortgagor, in further consideration of the aforesaid debt, and also in consideration of the further sum of TEN (\$10.00) DOLLARS to it in hand paid by Mortgagee, receipt whereof is hereby acknowledged, and for the purpose of securing (1) payment of said Indebtedness as in said Note provided, (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents grant, bargain, sell and release to Mortgagee, its successors and assigns, all right, title and interest of Mortgagor in and to the City Property and the City Lease, and all estates, easements, rights, options to purchase, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, appurtenances and hereditaments pertaining thereto or located therein or thereon in and to which Mortgagor may now or at any future time have any right, title or interest, and together with:

0090

4328 RV-2