

as lessee, with respect to the Land and Improvements (the "Lease"), (d) all right and interest of Mortgagor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, licenses, privileges and appurtenances in and to the Land, belonging or in any way appertaining thereto, including without limitation all right and interest of Mortgagor in, to and under any streets, parking lots, ways, alleys, vaults, gores or strips of land adjoining the Land, (e) all claims or demands of Mortgagor, in and to the Land, and (f) all rents, income, revenues, issues and profits from and in respect of the property described in clauses (a) through (e) of this paragraph and the present and continuing right to make claim for, collect, receive and receipt for the same as well as for all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation all Mortgagor's interest in proceeds of insurance and condemnation awards. It is the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by Mortgagor, and is affixed, attached or annexed to the Land, shall be and remain or become and constitute a part of the security covered by and subject to the lien of and the security interest created by this Mortgage, except that trade fixtures and trade equipment shall not be covered thereby or subject thereto. All of the foregoing are hereinafter collectively "Property".

1. Mortgagor warrants (a) that it is the owner of the Land and the Improvements and lessor under the Lease, all of which