

switchboards, plumbing, cleaning, fire prevention, fire extinguishing, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, awnings, screens, storm doors and windows, plants, shrubbery, ducts and compressors, it being understood and agreed that all Building Equipment is part and parcel of the Mortgaged Property and appropriated to the use thereof, and whether affixed or annexed to the Premises or not, shall for the purpose of this Mortgage be deemed conclusively to be real estate and secured hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Building Equipment;

TOGETHER, with all leases of the Mortgaged Property, or of any portion thereof, now or hereafter entered into and all right, title and interest of the Mortgagor hereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms, including, further, the right, upon the happening of an event of default, to receive and collect the rents thereunder; and

TO HAVE AND TO HOLD, all and singular the said Premises unto Mortgagee, its successors and assigns forever.

The Mortgagor for itself, its successors and assigns, covenants (1) that it owns a good and marketable leasehold estate to the Premises hereinabove described and that he has full power and right to mortgage same, and (2) that the said real estate is free from all liens and encumbrances, except those described on the attached Exhibit "B".

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured

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