

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the mortgaged premises.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, now or hereafter located in or upon the mortgaged premises or any part thereof and necessary for the occupancy of the mortgaged premises or any building or buildings now or hereafter on the mortgaged premises and now owned or hereafter acquired by the Mortgagor (all of which is herein called "equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, and all of the right, title and interest of the Mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all such equipment is part and parcel of the mortgaged premises and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagee shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby.

TO HAVE AND TO HOLD the mortgaged premises, and each and every part thereof, unto the Mortgagee and its successors and assigns forever. Any reference herein to the "mortgaged premises" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described.

SUBJECT only to those matters set forth in Annex B.

AND, the Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Mortgagor shall pay or cause to be paid the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Notes or any other promissory note or notes at any time hereafter issued to evidence the Mortgage Indebtedness, (b) this Mortgage, (c) the Agreement and (d) any and all other Loan Documents, all in the manner herein or therein set forth.