

nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon or under the Premises or any part thereof and used or usable in connection with any present or future operation of said property and now owned or hereafter acquired by Borrower, including, but without limiting the generality of the foregoing, all furniture and furnishings used in the operation of the Premises; all heating, air-conditioning, lighting and power equipment; engines; pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating and communications apparatus; boilers, ranges, furnaces or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; screens; storm doors and windows; stoves; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; together with all building materials and equipment now or hereafter delivered to the Premises and intended to be installed herein; together with all additions thereto and replacements thereof (Borrower hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the conveyance, transfer and assignment of any of the foregoing); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of property, improvements thereon and Equipment; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to taking of, or decrease in the value of, the Premises to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Trustee and to the extent of the reasonable attorneys' fees, costs and disbursements incurred by Trustee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the Premises unto its successors and assigns, forever.

Borrower covenants that Borrower is lawfully seized of the leasehold estate hereby conveyed and has the right to mortgage, grant, and convey the Premises, that the Premises is unencumbered except for the Ground Lease and that Borrower will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Premises.

This instrument is to secure the Note, principal and interest, and any extensions, modifications, and/or renewals thereof, and notes, bonds, and any other instruments evidencing indebtedness, given in payment of principal or interest, or given in substitution, modification, or extension for the indebtedness

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