

excluding all inventory (as defined in the Uniform Commercial Code, as in effect in the state in which the Real Estate is located))(herein together called the "Improvements").

(c) Leaseholds. All rights (including, without limitation, all rights to possession and use, and all options and other rights to purchase) of Mortgagor, as lessee, under all leases or other arrangements, whether written or oral, of any Real Estate or Improvements, including, without limitation, those described in Exhibit A (herein collectively called the "Leaseholds").

(d) Leases and Rents. All rights of Mortgagor under all leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person has agreed to pay to Mortgagor money or any consideration for the use, possession or occupancy of the Real Estate or any part thereof (herein collectively called the "Leases"), and all rents, income, profits, benefits, avails, advantages and claims against guarantors under any thereof (herein collectively called the "Rents").

(e) Contracts for Sale. All rights of Mortgagor as seller under any agreement, contract, understanding or arrangement pursuant to which Mortgagor has obtained the agreement of any person to purchase any of the Collateral or any interest therein (herein collectively called "Contracts for Sale"), and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof.

(f) Proceeds. All proceeds of the foregoing. All of the Real Estate and the Improvements and any other property which is real estate under applicable law and the Leaseholds are sometimes herein collectively called the "Premises."

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

Mortgagor hereby covenants and warrants with Mortgagee and with the purchaser at any foreclosure sale that at the execution and delivery hereof the Collateral is owned (or possessed under lease) by Mortgagor, and possessed (other than after-acquired property) free from all encumbrances whatsoever other than Permitted Encumbrances as defined in the Collateral Agreement (herein called "Permitted Exceptions"); that it has good and lawful right to mortgage, sell and convey the Collateral; and that it and its successors and assigns will forever warrant and defend, subject to the Permitted Exceptions, the Collateral against all claims and demands whatsoever.

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