

switchboards, furniture and furnishings now or hereafter owned by the Mortgagor and now or hereafter located upon, or used useful, or necessary or adapted for, the present operation of said property, including but not limited to all machinery, equipment, apparatus and material of every nature and description for lighting, heating, cooking, refrigerating, plumbing, vacuum cleaning, air conditioning, the transmission of sound, fire prevention or extinguishing, including all sprinkler systems; all furnaces, stoves, heaters, ranges, fuel, refrigerators, kitchen cabinets, bathroom fixtures and equipment, awnings, window screens, window shades, venetian blinds, screen doors, combination windows and combination doors, storm doors, and storm windows; all radios and television sets, employees' uniforms, janitors supplies, carpets, rugs and other floor coverings, all which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the said property serving as security for the indebtedness herein mentioned and to be covered by this Mortgage.

TO HAVE AND TO HOLD all and singular the Premises unto the Mortgagee, and its successors and assigns. And the Mortgagor does hereby covenant to warrant and forever defend all and singular the Premises unto the Mortgagee, his heirs, successors and assigns, from and against the Mortgagor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Provided always, nevertheless, and it is the true intent and meaning of the parties to these presents, that if the Mortgagor does and shall well and truly pay or cause to be paid unto the Mortgagee the debtor's sum of the money aforesaid, with interest thereon, if any be due according to the true intent and meaning of the Notes, and any and all other sums which may become due and payable hereunder, the Estate hereby granted shall cease, determine and be utterly null and void; otherwise to remain in full force and virtue.

And it is agreed by and between the said parties that the Mortgagor shall be entitled to hold and enjoy the Premises until default shall be made as herein provided.

And the Mortgagor covenants with the Mortgagee as follows:

#### ARTICLE I

##### PARTICULAR COVENANTS OF THE MORTGAGOR

##### 1.01 Performance of Notes and Wraparound Mortgage and Security Agreement.

The Mortgagor will perform, observe and comply with, all

1609

4328 RV-2