

the improvements thereon, and all renewals, replacements and substitutions therefor and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property.

- (d) All leases and contracts for sale of and all rents, revenues, profits, income, and proceeds from the real property hereinabove described, from the improvements hereinabove described, or from any other property (real or personal) hereinabove described.
- (e) All documents, instruments, general intangibles, chattel paper, accounts, and all proceeds therefrom, whether now or hereafter existing, arising out of the sale or use of the hereinabove described properties, both real and personal.
- (f) Each and every right, privilege, hereditament and appurtenance in anywise incident or appertaining to the properties hereinabove described.

TO HAVE AND TO HOLD the hereinabove described properties, together with the rights, privileges and appurtenances thereto belonging, unto the said Trustee and to his substitutes or successors forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the hereinabove described properties unto the Trustee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, subject only to liens for taxes, assessments and other governmental charges or levies or the claims or demands of landlords, carriers, warehousemen, mechanics, laborers, materialmen and other like persons, provided such liens arise by law in the ordinary course of Grantor's business for sums which are not yet due and payable or which are being contested and for which any required reserves have been established as set forth in the Term Loan Agreement (such liens, if any, being hereinafter referred to as "Permitted Liens").

2.2 All of the properties, rights, privileges and appurtenances described in Section 2.1 above are hereinafter collectively called "Mortgaged Properties".

2.3 Without in any way limiting the above conveyance and the warranty herein contained, Grantor represents itself to be the owner of all the real property constituting the Mortgaged Properties as hereinabove conveyed subject only to Permitted Liens, if any, and should any ambiguity exist in regard to the description of said properties, reference may be had to Grantor's ownership of properties held by it in the above survey(s) or subdivision(s) for further description of the properties herein conveyed. Grantor agrees that it will, upon request by the Beneficiary, execute any further instruments, amendments or supplements desired to more adequately describe the Mortgaged Properties which it has agreed to make subject to this instrument.

2.4 As is specifically set forth in pertinent portions of Article VII below, with respect to certain specifically identified portions of the Mortgaged Properties, this Deed of Trust is intended alternatively as a mortgage, a deed to secure debt, or a deed of trust. Accordingly, this Deed of Trust will continue in full force and effect until released, satisfied or cancelled, at Grantor's cost and expense, as set forth in said Article VII.