

opened or proposed, in front of or adjoining the said premises and all easements and rights-of-way, public or private, now or hereafter used in connection with said premises.

TOGETHER with all furniture, fixtures, equipment, appliances and personal property now located upon the Premises, owned by Mortgagor, and used or useful in connection with and for the occupancy, management, maintenance and/or operation of the Premises, including by way of example, and not by way of limitation, ranges, vent hoods, refrigerator-freezers, kitchen waste disposals and dishwashers, and all individual apartment (and all other) heating and air conditioning units and related equipment, drapery rods, draperies, carpeting, light fixtures, hot water heaters and equipment, laundry equipment, clubhouse furniture and equipment, office furniture and equipment, swimming pool and recreation equipment, and maintenance equipment; and TOGETHER with any and all additions to, substitutions for and replacements of any and all of the property described in this paragraph.

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing and bailment of the Premises and/or property and/or improvements thereon; provided, however, so long as there shall exist no event of default, as hereinafter defined, on the part of Mortgagor, Mortgagor shall have the right to collect, but not more than thirty (30) days prior to their due date, all rents, issues and profits therefrom and to retain, use and enjoy the same; 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 Mortgagee and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of Mortgagee, its successors and assigns, forever.

Mortgagor warrants that Mortgagor has the right to mortgage, grant, bargain, sell and release the Premises; that the Premises are unencumbered by encumbrances created by or through Mortgagor, except as may be herein expressly provided on Exhibit "B" hereof; and that Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claim of all persons whomsoever claiming by, through or under Mortgagor, except as named on said Exhibit "B".

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by the Note in accordance with the terms thereof, said Note being due on SEPTEMBER 15, 1993, or incurred pursuant hereto or to any other instrument which secures the Note, and all renewal or renewals and extension or extensions of the Note or such other indebtedness, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness"). This instrument also