

assigns, the Premises (defined hereinafter) in fee simple, and GRANTS to the Mortgagee and its successors and assigns, forever, a continuing SECURITY INTEREST in and to the following, in all cases whether now or hereafter existing or acquired (herein the following are collectively called the "Collateral"), such security to be for the benefit of the Secured Obligations in accordance with the provisions of the Trust Agreement:

A. Real Estate. All of the real estate which is described on Exhibit A hereto together with all and singular tenements, rights, easements, hereditaments, rights of way, privileges, liberties, appendages and appurtenances now or hereafter belonging or in anywise appertaining to said real estate, if any (including, without limitation, all rights relating to storm and sanitary sewer, water, gas, electric, railway and telephone services); all gas, oil, minerals, coal and other substances of any kind or character underlying such real estate if any; all estate, claim, demand, right, title or interest of the Mortgagor in and to any street, road, highway, or alley (vacated or otherwise) adjoining said real estate or any part thereof; and all strips and gores belonging, adjacent or pertaining to said real estate or any part thereof, if any; and all strips and gores belonging, adjacent or pertaining to said real estate if any (herein together called the "Real Estate");

B. Improvements and Fixtures. All buildings, structures, replacements, furnishings, fixtures and fittings and other improvements and property of every kind and character, now or hereafter located or erected on the Real Estate together with all equipment, appliances, machinery, plant equipment, machine tools, tools, dies, jigs, accessories, apparatus, building or construction materials, and other articles of any kind or nature whatsoever, now or hereafter affixed to or attached to the Real Estate (including, without limitation, all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment) (herein collectively called the "Improvements");

C. Leaseholds. All estate, claim, demand, right, title and interest (including, without limitation, all rights to possession and use, and all options and other rights to purchase) of the Mortgagor, as lessee, under all leases or other arrangements, whether written or oral, of any Real Estate, if any (herein collectively called the "Leaseholds");

D. Leases and Rents. All rights of the Mortgagor under all leases, subleases, assignments of lessee's interest under leases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person has agreed or hereafter agrees to pay money or any consideration for the use, possession or occupancy of the Real Estate or any part thereof or any improvements, fixtures or personal property at any time situated thereon or used thereat if any

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