

the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

(E) TOGETHER WITH all rents, income and other benefits to which the Borrower may now or hereafter be entitled from the property described in paragraphs (A), (B) and (C) hereof to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to the Borrower, so long as no Event of Default (as defined in Section 2.01) has occurred hereunder, to collect and use such rents, income and other benefits as they become due and payable, but not in advance thereof. Upon the occurrence of any such Event of Default, the permission hereby given to the Borrower to collect such rents, income and other benefits from the property described in paragraphs (A), (B) and (C) hereof shall terminate and such permission shall not be reinstated upon a cure of such Event of Default without Lender's specific written consent.

The foregoing provisions hereof shall constitute an absolute and present assignment of the rents, income and other benefits from the property described in (A), (B) and (C) above, subject, however, to the conditional permission given to the Borrower to collect and use such rents, income and other benefits as hereinabove provided; and the existence or exercise of such right of the Borrower shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by the Borrower, and any such subsequent assignment by the Borrower shall be subject to the rights of Lender hereunder.

(F) TOGETHER WITH all right, title and interest of the Borrower in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B) and (C) hereof, together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to the Borrower to collect the rents, income and other benefits arising under any such lease. Lender shall have the right, at any time and from time to time, to notify any lessee of the rights of Lender as provided by this paragraph.

(G) TOGETHER WITH (i) the Borrower's rights further to encumber the property described in paragraphs (A), (B) and (C) above for debt, and (ii) all of the Borrower's rights to enter into any lease or lease agreement.

All of the property described in paragraphs (A), (B), (C), (D), (E), (F) and (G) above, and each item of property therein described, is hereinafter referred to as the "Property".

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions contained herein.

PROVIDED, HOWEVER, that if Borrower shall promptly pay or cause to be paid to Lender the Obligations secured hereby according to the tenor and effect thereof when the same shall become due and payable and shall keep, perform and observe all covenants and promises contained in the Loan Documents and in this Mortgage and in all other instruments securing the Obligations, to be kept, performed or observed by Borrower, then, upon