

with and including all rights of accretion, reliction and riparian rights, all engines, boilers, elevators and machinery, all heating apparatus, electrical equipment, air-conditioning equipment, water and gas fixtures, appliances, furniture, furnishings, carpeting, draperies, maintenance equipment and all other removable equipment, all other personal property, and all fixtures of every description belonging to First Party which are or may be placed or used upon the real estate, or appurtenant thereto, all of which, to the extent permitted by applicable law, shall be deemed an accession to the freehold and a part of the realty as between the parties hereto; and

B. All appurtenant adjudicated and nonadjudicated rights of water diversion, water use, and water storage; all appurtenant wells, well permits, and subsurface water rights; all other water rights and interests which are appurtenant to, for use upon, or for the benefit of the property described above; and all pumps, pipes, tanks, troughs, headgates, and other personal property or fixtures used in connection with those water rights and interests; and

C. First Party's interest as lessor or lessee in and to all leases of said real estate, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by First Party, hereby intending that in case of foreclosure sale, the interest in any such leases then in force shall, upon expiration of First Party's rights hereunder, pass to the purchaser at such sale, together with the rents, issues and profits of the property, but subject to the right, power and authority herein given Party of the Second Part to collect and apply such rents, issues and profits; and

D. 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 property, and of the reasonable attorneys' fees, costs and disbursements incurred by Party of the Second Part in connection with the collection of such award or payment; and

E. All of the right, title and interest of the First Party in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Deed of Trust, and all proceeds or sums payable for the loss of or damage to (a) any property encumbered hereby; or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the property; and

F. Insofar as permitted by applicable law, all licenses, contracts, management contracts or agreements, permits, authorizations or certificates now or hereafter required or used in connection with the ownership of, or the operation or maintenance of the property; and

G. All trademarks, tradenames and copyrights now or hereafter used in connection with the property; and

H. All right, title and interest of the First Party in, to, under and with respect to any oil, gas, hydrocarbon and/or