

way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Corporation, and the reversion(s), remainder(s), and the rents, issues, profits and revenues of the Facilities, including the Gross Receipts of the Corporation, as defined in Exhibit "C" attached hereto and made a part hereof, from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, and tenant deposits relating to the Facilities), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Corporation of, in, and to the same, subject only to Permitted Encumbrances; provided, however, that so long as no event of default under the Reimbursement Agreement shall have occurred and be continuing and subject to the terms of the Reimbursement Agreement, the Corporation shall have the exclusive right to possession and use of (i) the rents, issues, profits and revenues of the Facilities, and (ii) the Gross Receipts of the Corporation from time to time accruing (including, without limitation, all payments under leases and tenancies, proceeds of insurance, condemnation payments, and tenant deposits relating to the Facilities).

TO HAVE AND TO HOLD the Facilities, the Gross Receipts and other property described herein, together with all and singular the rights, members and appurtenances thereof, to the use and benefit of the Issuer, its successors and assigns, forever, to secure the payment of the amounts payable by the Corporation under the Note and the Agreement and any amendments or supplements thereto and all obligations of the Corporation under this Mortgage.

This Mortgage is subject and subordinate in lien and priority to the Mortgage and Security Agreement of even date herewith from the Corporation to the Issuer executed and delivered in connection with the issuance of the Bonds (the "Bond Mortgage").

ARTICLE II
MAINTENANCE AND MODIFICATION OF THE FACILITIES;
RELEASE OF CERTAIN PROPERTY

Section 2.1. Maintenance and Modification of the Facilities by Corporation. The Corporation agrees that, until all the Bonds shall have been redeemed or retired and all other obligations incurred or to be incurred by the Corporation under the Reimbursement Agreement or hereunder shall have been paid, the Corporation will, at the Corporation's own expense, maintain and preserve the Facilities or cause the Facilities to be maintained and preserved, with the appurtenances and every part thereof, in good repair, working order and condition and that the Corporation will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals deemed proper and necessary by it. The Bank shall have no responsibility in any of these matters or for the making of improvements or additions to the Facilities.

0 6 2 7

4328-17-21