

about said real property (including, but without limiting the generality of the foregoing, all heating, lighting, laundry and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, ducts and compressors, elevator, alarm systems, escalators, shades, carpets, awnings, screens, doors and windows, dishwashers, disposals, stoves, refrigerators, ovens, attached cabinets, partitions, plants, shrubbery, swimming pool, all furniture and furnishings used in motel rooms, meeting rooms, lounge, office or in or about any other part of the said real property);

(f) all leases of said real property, or any portion thereof, and all modifications, extensions and renewals thereof, now or hereafter entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms;

(g) all awards heretofore and hereafter made by the reason of the taking by eminent domain of the whole or any part of said real property and improvement, including any awards for use and occupation and for change of grade of streets;

(h) all proceeds of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, windstorm or other hazard to the whole or any part of said real property and improvements thereon;

(i) all deposits made with or other security given to utility companies by Mortgagor with respect to said real property and the improvements thereon and all advance payments of insurance premiums made by Mortgagor with respect thereto and claims or demands relating to insurance;

(j) all licenses (including but not limited to any liquor licenses, operating licenses or similar matters), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the improvements or personal property; and

(k) all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of said real property, with the right in Mortgagee to receive and receipt therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required to do so.

(All of the foregoing, including said real property described on said Exhibit A and all improvements thereon, are herein collectively referred to as the "Property".)

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns, provided that if Mortgagor shall well, truly and completely pay the indebtedness described above and perform the other agreements and obligations of said Note and this Mortgage, then this Mortgage shall be and become null and void, and the estate created hereby shall cease.

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