

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all right, title and interest of Mortgagor in and to all tangible personal property (the "Personal Property") owned by Mortgagor and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to: All goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stores, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies; and

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereinafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

TO HAVE AND TO HOLD the entire estate, property and interest hereby granted (all of which may hereafter be referred to as the "Premises") to the use, benefit and behoof of the Mortgagee, its successors and assigns, forever.

FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness with interest thereon, evidenced by the Promissory Note (the "Note") of even date from Mortgagor which has been delivered to and is payable to the order of the Mortgagee, in the amount of Seven Hundred Sixty-Five Thousand Six Hundred and No/100 Dollars (\$765,600.00), which has a final maturity date of December 15, 1986, if not sooner paid, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof.

b. Performance of all obligations of Mortgagor under any interim construction loan agreement (the "Loan Agreement") by and between Mortgagor and Mortgagee related to the use of the loan proceeds evidenced by the Note, and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein.

c. Performance of all obligations of Mortgagor under any buy and sell agreement or tri-party agreement (the "Buy and Sell Agreement") by and among Mortgagor, Mortgagee and any other lender, relating to the loan evidenced by the Note, and