

TOGETHER with all fixtures, fittings, appliances, apparatus, equipment, machinery and articles of personal property and replacements and proceeds thereof, owned by Mortgagor, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Improvements on the Property ("Chattels"); and

TOGETHER with any and all rents which are now due or may hereafter become due by reason of the renting, leasing, and bailment of Improvements or Chattels; and

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive 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 or taking of, or decrease in the value of, the Premises, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorney's fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

TO HAVE AND TO HOLD the said premises hereby granted (all of which are collectively referred to herein as the "Premises") to the use, benefit and behoof of Mortgagee, its successors and assigns, forever, in FEE SIMPLE.

Mortgagor warrants to Mortgagee that Mortgagor has good title to the Premises, and is indefeasibly and lawfully seized of the Premises, and has the right to convey, mortgage and encumber same; that the Premises are unencumbered except for those matters set forth on Exhibit B attached hereto and made a part hereof including, without limitation, the prior mortgages listed as items 3 and 4 on such Exhibit B (hereinafter collectively referred to as the "Prior Mortgages" or singularly as a "Prior Mortgage"); and that except for those matters set forth on such Exhibit B, Mortgagor will forever warrant and defend the title to the Premises unto Mortgagee against the claims of any person owning, holding or claiming by, through or under Mortgagor.

This instrument is a purchase money mortgage and is made and intended to secure the payment of both the principal of, and the interest and any other sums payable on, the Note, or this Mortgage, and the performance and observance of all provisions hereof and of the Note, together with such further sums as may be advanced to or for Mortgagor's account for taxes, insurance premiums, public assessments, and necessary repairs, and all renewal or renewals and extension or extensions of the Note, either in whole or in part (all of which are collectively referred to herein as the "Secured Indebtedness").

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE as follows:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this Mortgage provided.

2. (a) Mortgagor shall pay, when due and payable all premiums on policies of fire, liability, and other hazard insurance covering the Premises, as required in Article 3 herein.

(b) Unless payable out of an escrow account maintained pursuant to the provisions of this Mortgage or a Prior Mortgage, Mortgagor shall pay as and when due all real estate taxes, assessments, general or special, and all of the charges levied on, assessed, placed or made against the Premises, and upon demand, will