

prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, attached cabinets, partitions, ducts and compressors; it being understood and agreed that all Building Equipment is part and parcel of the Real Property and appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purpose of this Mortgage be deemed conclusively to be covered hereby; and Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm the paramount and superior first lien of this Mortgage on any Building Equipment (the Real Property and the Building Equipment being hereinafter sometimes collectively referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors, legal representatives and assigns forever for the use and purposes herein set forth.

1. WARRANTY OF TITLE

Mortgagor hereby covenants with and represents and warrants to Mortgagee that Mortgagor has good, marketable fee simple title to the Mortgaged Property, subject only to those matters set forth on Exhibit A, and has full power and lawful authority to sell, convey, transfer and mortgage the same to Mortgagee and to execute this Mortgage and to perform the covenants, terms, provisions and agreements contemplated hereby.

2. PERFORMANCES AND PAYMENT

MORTGAGOR does hereby covenant and agree:

(a) To perform, comply with and abide by each and every, the stipulation, agreement, condition and covenant contained and set forth in this Mortgage and the Mortgage Note;

(b) To pay the Indebtedness as and when due;

(c) To pay when due and payable all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Mortgaged Property, or which shall become payable with respect thereto or with respect to the occupancy, use, or possession of the Mortgaged Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter sometimes collectively