

TOGETHER with all right, title and interest of the mortgagor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above-described premises to the center line thereof, and in and to the appurtenances and in and to all right, title and interest of the mortgagor in and to said premises, all of which together with said premises is hereinafter called the "premises."

TOGETHER with all right, title and interest of the mortgagor in and to any and all machinery, apparatus, equipment, fittings, fixtures and chattels and articles of personal property of every kind and nature whatsoever, other than goods which will be consumed in the ordinary course of operation of the business conducted on the premises, including all of the right, title and interest of the mortgagor in and to any thereof which may be subject to a conditional sale contract, conditional bill of sale or chattel mortgage and all of the interest of the mortgagor in any leasehold with respect to any thereof which may be leased by the mortgagor, now or hereafter located in or upon or attached to the premises or any part thereof and used or usable in connection with any present or future operation of the premises and now owned or hereafter acquired, and including specifically, but without limitation,

Heating and Air Conditioning System

all of which is hereinafter called the "equipment".

It is understood that all equipment, howsoever acquired (including any equipment subject to a lease, conditional sale contract, conditional bill of sale or chattel mortgage as aforesaid), on the premises and appropriated to the use thereof, whether affixed or annexed or not, shall, subject to the rights of the lessor, vendor or chattel mortgagee, for the purposes of this mortgage, be deemed conclusively to be real estate and granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged and confirmed hereby.

TOGETHER with all warranties, and with full substitution and subrogation in and to all rights and actions of warranty which the mortgagor has or may have against all preceding owners of the premises or the equipment or the vendors or lessors of any of the equipment.

TOGETHER with any and all awards or payments, including interest thereon, if any, and the right to receive the same, which may be made with respect to the premises or the equipment by any public or quasi-public authority or corporation or with respect thereto, including any awards for changes of grade of streets or any other injury to or decrease in the value of the premises or of the equipment, which said awards and payments are hereby assigned to the mortgagee, which is hereby authorized to collect and receive such awards and payments and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness hereby secured and of the reasonable counsel fees, costs and disbursements incurred by the mortgagee in connection with the collection of any such award or payment; notwithstanding the fact that the amount owing under this mortgage may not then be due and payable; and the mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of obtaining said awards or payments to the mortgagee, free, clear and discharged of any encumbrances of any kind, nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

§ 1. The mortgagor will pay to the mortgagee the indebtedness, namely, the principal sum of money evidenced by the note and secured by this mortgage and also the interest thereon as provided in the note and in this mortgage and all other sums and interest thereon secured by this mortgage under the terms hereof.

§ 2. The mortgagor will:

(a) keep the premises and the equipment insured against loss or damage by fire, lightning, windstorm, hail, explosion, smoke, riot, riot attending a strike, civil commotion, aircraft, vehicles and all other risks at the time customarily included in extended coverage in the area in which the premises are located, in amounts sufficient to prevent the mortgagor from becoming a co-insurer within the terms of the policies in question, but in any event, in amounts not less than 80% of the then actual replacement value less physical depreciation of the premises and the equipment;

(b) keep the premises and the equipment insured against war risk, as and when and to the full extent such insurance is obtainable from the United States of America or an agency thereof; and