

the Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B), and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B), and (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other dispositions of the property described in paragraphs (A), (B), and (C) hereof or any part thereof; which said awards and proceeds are hereby assigned to the Trustee, who is hereby authorized to collect and receive the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable.

Everything referred to in paragraphs (A), (B), and (C) hereof together with the "Additional Security" as hereinafter set forth, and any additional property hereafter acquired by the Mortgagor and subject to the lien of this Mortgage or intended to be so is herein referred to as "THE MORTGAGED PROPERTY."

#### ADDITIONAL SECURITY

(D) FIXTURES AND PERSONAL PROPERTY: TOGETHER WITH a security interest in (i) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, and used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements described in paragraphs (A), (B), and (C) hereof (hereinafter called the "Building Equipment") which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property; (ii) all articles of personal property and all materials delivered to the property described in paragraphs (A), (B), and (C) hereof for use in any construction being conducted thereon and owned by the Mortgagor; (iii) all contract rights, general intangibles, actions and rights in action, including all rights to insurance proceeds and unearned premiums, but specifically excluding heretofore any and all inventory and present and future accounts of mortgagor and/or any of its co-makers or guarantors, together with returned or repossessed goods arising from such accounts; (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to any of the foregoing; and (v) all of the right, title and interest of the Mortgagor in and to any Building Equipment (to the full extent of the Mortgagor's interest therein) which may be subject to any security agreements (as defined in subdivision (1)(h) of Section 9-105 of the Uniform Commercial Code of the state in which THE MORTGAGED PROPERTY is located) superior in lien to the lien of this Mortgage the agreement of the parties hereto being described in paragraphs (A), (B), and (C) hereof and appropriated to the use thereof and, whether or not affixed or annexed thereto, shall for the purpose of this Mortgage be deemed conclusively to be real estate and mortgaged hereby.

(E) ASSIGNMENT OF RENTS: TOGETHER WITH all rents, income and other benefits to which the Mortgagor may now or hereafter be entitled from the property described in paragraphs (A), (B), and (C) hereof to be applied against the indebtedness and other sums secured hereby; provided, however, that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred hereunder, to collect and use such rents, income and other benefits as they become due and payable, but not in advance thereof. Upon the occurrence of any such Event of Default, the permission hereby given to the Mortgagor to collect such rents,

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