

or used or procured for use in any way in connection with the use and operation of said real property and any improvements thereon, including, but without being limited to, all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning, incinerating and elevator equipment of whatsoever kind or nature, which shall be installed at the expense of Mortgagor, are hereby declared and shall be deemed to be a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through, or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging (said rights and property hereby granted, bargained, sold, assigned, transferred, and conveyed, being hereinafter called "the Mortgage Property") unto Mortgagee, and its successors and assigns forever; provided, however, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of Two Million One Hundred Thousand Dollars (\$2,100,000.00), and has agreed to pay the same with interest thereon according to the terms of a certain promissory note or obligation in said principal amount bearing even date herewith, and made payable to the order of Mortgagee and executed by Mortgagor; and

WHEREAS, Fee Owner by the terms and provisions of the Ground Lease is obligated to subject its fee simple interest in the real property demised thereby to the lien hereof and, in performance of such obligation and to induce Mortgagee to make said loan, has joined herein; and

WHEREAS, Mortgagor and Fee Owner for themselves and their respective heirs, executors, administrators, successors, and