

together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, and all right, title and interest of First Party in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described premises, including all easements, licenses and rights of way, thereunto attached or belonging, and also all right, title and interest of First Party in and to all strips and gores of land adjacent to premises; and also all engines and machinery, heating, lighting, ventilating, cooling, refrigerating, plumbing and water supply apparatus, pipes, faucets, refrigerators (mechanical or otherwise), air conditioning units, disposals, ranges, ovens, bath tubs, sinks, water closets, basins, awnings, blinds, screens, rugs, carpets, mirrors, lamps, draperies, curtains, hangings, pictures and other furniture and furnishings and all other apparatus and equipment now or hereafter owned by Mortgagor, or any successor in title and attached or used in connection with the letting or operation of the real estate hereinafter described, all of which property, together with all and any replacements thereof shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this Mortgage.

WHEREAS, Mortgagor covenants and agrees that at the delivery hereof it is the lawful owner of the premises hereinabove granted and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrance, and that it will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

WHEREAS, Mortgagor, being justly indebted to Mortgagee, has, for value received, concurrently herewith executed and delivered to Mortgagee its certain negotiable promissory Note as security for the performance and observance of the covenants and agreements herein contained and to secure to Mortgagee the payment of the sum of One Million Four Hundred Eighty-Five Thousand and No/100 Dollars (\$1,485,000.00) and interest thereon, payable according to its terms, a copy of said Note, marked Exhibit "A", being attached hereto and made a part hereof.

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS, to-wit:

1. That it will pay said Note as herein and in said Note provided
2. That the lien created by this Mortgage is a first and prior lien on Tract 2 of the above described premises and that it will keep said premises and the rights, privileges and appurtenances thereto free from all lien claims of every kind and will protect and defend the title and possession of said premises so that this Mortgage shall be and remain a first lien thereon and upon the purchase of this Mortgage by the said The Guardian Life Insurance Company of America shall be and remain a first lien upon Tract 1 and Tract 2 of the above described