C. All motor cars and vehicles together with all equipment necessary to the operation and maintenance thereof; and

D. Office furniture, equipment and supplies;

provided, however, and it is expressly agreed, that in the event that either the Mortgagee shall have taken possession of any or all of the mortgaged property, or a receiver shall have been appointed, pursuant to any of the provisions of Article Five hereof, all reserved property then held, owned and possessed by the Mortgagor shall forthwith become and be, to the extent permitted by law, subject to the lien of this Indenture and shall continue to be subject thereto so long as any such default shall subsist and until such default shall be cured or waived, and upon the happening of either of such events each item of such reserved property then owned by the Mortgagor, or the evidences thereof, shall forthwith be delivered by the Mortgagor to the Mortgagee or to such receiver, as the case may be.

2. All property expressly excepted in the descriptions contained in Exhibit B hereto.

To HAVE AND TO HOLD all of said real and personal property unto the Mortgagee, its successors and assigns forever, to secure the following:

1. The payment of the principal and interest of each and all of the Notes delivered hereunder, without any preference, priority or distinction of any one Note over any other by reason of priority in the time of issue thereof or otherwise, so that each and all of the Notes shall have the same right, lien and privilege under this Indenture and shall be equally secured hereby with the same effect as if all of the Notes had been made, issued, and negotiated simultaneously on the date of the delivery hereof;

2. The Guaranteed Obligations of the Mortgagor (as such term is defined in Section 1.03 hereof) to the extent that the Mortgagee shall have paid any amount of such obligations pursuant to the unconditional guarantee thereof by the Mortgagee;

3. All other moneys hereinafter in this Indenture agreed or provided to be paid by the Mortgagor;