

shall be jointly and severally liable for the performance of all covenants and agreements herein contained.

3. The Mortgagor agrees that no building or other property now or hereafter covered by the lien of this mortgage shall be removed, demolished, or materially altered, without the prior written consent of the Mortgagee, except that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien of this mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Mortgagor shall be deemed to have subjected such equipment to the lien of this mortgage.

4. The Mortgagor shall pay all costs, expenses and attorney's fees incurred by the Mortgagee in protecting or sustaining the lien of this mortgage and in foreclosure or other legal proceeding for collection of the debt hereby secured and in any other litigation or controversy arising from or connected with this mortgage or the debt secured hereby.

5. The Mortgagor shall obtain, upon request by the holder hereof, from all persons hereafter having or acquiring any interest in or encumbrance on the premises or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this mortgage and no offsets or defenses

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