

any part of the indebtedness, or modifying or waiving any obligations, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

17. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

18. When and if Mortgagor and Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting property either referred to or described herein, or in any way connected with the use and enjoyment of the Mortgaged Property (excluding personal property owned by Tenants of the Mortgagor, if any), this Mortgage shall be deemed the Security Agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (a) as prescribed herein, or (b) as provided by general law, or (c) as to such part of the security which is also reflected in said Financing Statement by the specified statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at the Mortgagee's sole election. Similarly, the mention in any such Financing Statement of (i) the rights in or to the proceeds of any fire or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or loss of value, shall never be construed as in anywise altering any of the rights of the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (i) or (ii) of this paragraph that notice of the Mortgagee's priority of interest to be effective against a particular class of persons including, but not limited to, the Federal Government or any subdivision or entity of the Federal Government, must be filed in the Commercial Code Records.

19. Mortgagor covenants and agrees that neither its successors or assigns shall further encumber the secured premises (given to secure the loan which is secured by this Mortgage) without first securing the prior written consent of the Mortgagee. In the event of a breach of this covenant, all the indebtedness secured hereby

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