

to be made, executed and delivered, to Mortgagee, and where appropriate, will cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, instruments of further assurance, certificates, financing statements, security agreements and other documents as may, in the opinion of Mortgagee or its counsel, be necessary or reasonably desirable in order to effectuate, complete and perfect, or to continue and preserve (a) the obligations of Mortgagor under said Promissory Note and this Mortgage, and (b) the lien of this Mortgage as a first and prior lien and security interest upon all the Mortgaged Property (except as otherwise indicated on Exhibit C hereto) whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments, certificates, financing statements, security agreements and instruments for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints the person then holding the office of President of Mortgagee to be the agent and attorney-in-fact of Mortgagor so to do. Any expense of Mortgagee in connection therewith shall be added to the principal amount owing hereunder and shall be secured by this Mortgage.

9. Mortgagor will forthwith reimburse Mortgagee, upon demand, for all expenses, including attorneys' reasonable fees, incident to the enforcement, protection and preservation, and any attempt thereat, of all the rights of Mortgagee under said Promissory Note and this Mortgage. The amount of such expenses, if not repaid forthwith, shall be added to the principal amount owing hereunder, shall be secured by this Mortgage and shall be recoverable as part of the indebtedness hereby secured.

10. All property which hereafter may become affixed or attached to the Mortgaged Property, and all personal property of the kind included in the Mortgaged Property, which hereafter is acquired by Mortgagor and placed upon or used in connection with the Mortgaged Property, shall forthwith, and without further act, become subject to this Mortgage and to the security interest of Mortgagee hereunder.

11. The indebtedness secured hereby shall become due and payable immediately, without notice or demand, (a) upon the voluntary filing of a petition for the appointment of a receiver, or the appointment of a receiver in an involuntary petition, for Mortgagor or any of its property; (b) the filing of a petition in insolvency or under any Chapter of the Bankruptcy Code, as amended, by or against Mortgagor, or (c) the making of an assignment for the benefit of Mortgagor's creditors. Mortgagee is authorized, at its option, to declare said Promissory Note immediately due and payable, upon the happening of any of the following events which, together with

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