

ment of the mortgaged property (excluding personal property owned by Tenants of the Mortgagor), 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 (i) as prescribed herein, or (ii) by general law, or (iii) 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 (1) the rights in or to the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for 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 (1) or (2) 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 he nor his heirs, successors or assigns shall further encumber the security (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 shall, at the option of the Mortgagee, become immediately due and payable.

20. If at any time or times during the existence of the indebtedness secured hereunder, the property herein described shall be sold or transferred without the written consent of the Mortgagee

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