

by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this deed of trust, mortgage or deed to secure debt, and its payment enforced as if it were a part of the original debt.

It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law as pertains to national banking associations. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

All of the terms and conditions of the commitment, if any, upon which the loans hereby secured were predicated are incorporated by this reference and made a part hereof, and should Grantor default with respect to any term or provision thereof, such default shall constitute a default hereunder and under the Notes.

This deed of trust, mortgage or deed to secure debt shall constitute a security agreement with respect to all fixtures and all other personal property (hereinafter called the Personal Property) of the Grantor now owned or hereafter acquired and located upon the premises and used in the operation and maintenance of the improvements thereon, and the Grantor hereby grants to the Lender a security interest in the Personal Property including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes and all mechanical and hydraulic components and systems located on and used in connection with the operation or maintenance of the improvements on the premises.

With respect to those items of the Personal Property which are or are to become fixtures related to the premises, this deed of trust, mortgage or deed to secure debt shall

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