

9. The rights, options, powers, and remedies provided for the benefit of Agent herein or in any other instrument evidencing or securing the Indebtedness shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law. If the premises be comprised of more than one parcel of land, Agent shall be entitled to foreclose this Mortgage against the premises in one or more parcels or in its entirety, notwithstanding that the default is attributable to a condition existing with respect to only one of the parcels comprising the premises.

10. The terms, provisions and conditions of the Note and the Loan Agreement are by this reference made a part hereof. The occurrence of an Event of Default under the Loan Agreement shall constitute a default hereunder. In the event of a conflict between the terms of the Loan Agreement and the terms used herein, the terms of the Loan Agreement shall control.

11. This Mortgage shall, pursuant to the Uniform Commercial Code, constitute a security agreement with respect to the Building Equipment and Mortgagor hereby grants to Agent a security interest therein. Mortgagor hereby authorizes Agent to execute and file financing statements and continuation statements without the signature of Mortgagor if Agent shall determine that such are necessary or advisable in order to perfect its security interest in the Building Equipment and shall promptly execute financing and continuation statements in form satisfactory to Agent, upon request, to further evidence and secure Agent's interest in the Building Equipment and shall pay to Agent on demand any expenses incurred by Agent in connection with the preparation, execution and filing of such statements and any continuation statements that may be filed by Agent. In the event of a default under this Mortgage or the occurrence of an Event of Default under the Loan Agreement, Agent may, at its option, sell or otherwise dispose of the Building Equipment by public or private proceedings, separate from or together with the sale of the real property, in accordance with the provisions of the Uniform Commercial Code, and Agent may with respect to such Building Equipment exercise any other rights or remedies of a secured party under the Uniform Commercial Code. If notice of intended disposition of any of said Building