

and Mortgagee shall not be liable for the failure or inability to collect any Rents. Mortgagor shall (i) fulfill or perform each and every term, covenant and provision of the Leases to be fulfilled or performed by the lessor thereunder; (ii) give prompt notice to Mortgagee of any notice received by Mortgagor of default thereunder, together with a complete copy of any such notice; and (iii) enforce the performance or observance of each and every term, covenant and provision of each Lease. Mortgagor shall not cancel, modify or alter, or accept the surrender of, any Lease without the prior written consent of Mortgagee.

SECTION 4. SECURITY AGREEMENT

4.1 This Mortgage shall cover, and the Mortgaged Property shall include, all property now or hereafter affixed or attached to or incorporated upon the Premises, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Premises. To the extent any of the Mortgaged Property consists of rights in action or personal property covered by the Uniform Commercial Code (the "Personal Property"), this Mortgage shall also constitute a security agreement, and Mortgagor hereby grants to Mortgagee, as secured party, a security interest (the "Security Interest") in the Personal Property, now owned or hereafter acquired, including all products and proceeds thereof, for the purpose of securing the Obligation.

4.2 The Security Interest shall be self-operative with respect to the Personal Property, but Mortgagor shall execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the lien and security interest hereof more specifically upon the Personal Property. The Security Interest, at all times, shall be perfected and shall be prior to any other interests in the Personal Property. Mortgagor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents deemed necessary by Mortgagee to establish, maintain and continue the perfected Security Interest. Mortgagor, on demand, shall promptly pay all costs and expenses of filing and recording, including the costs of any searches, deemed necessary by Mortgagee from time to time to establish and determine the validity and the continuing priority of the Security Interest.

4.3 Mortgagor shall not sell, transfer, assign or otherwise dispose of any Personal Property or any interest therein without obtaining the prior written consent of Mortgagee except: (i) Personal Property that Mortgagor is obliged to replace pursuant to Paragraph 4.4 hereof, (ii) Personal Property that becomes obsolete, badly worn or in a state of disrepair and that Mortgagor determines in its good