

defined herein, and to after-acquired or hereafter created property that constitutes Gross Receipts.

Section 6.5. Agreement to Pay Attorneys' Fees and Expenses. In the event the Corporation should default under any of the provisions of this Mortgage and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of the Corporation in this Mortgage, the Note or the Agreement, the Corporation agrees that it will on demand therefor pay to the Issuer or the Trustee, as the case may be, the fees of such attorneys and such other expenses; and any such amounts paid by the Issuer or the Trustee, as the case may be, shall be added to the indebtedness secured by the mortgage lien and security interest of this Mortgage.

Section 6.6. Estoppel Affidavits. The Corporation, upon ten (10) days' prior written notice, shall furnish the Issuer and the Trustee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not any offsets or defenses exist against such principal and interest.

Section 6.7. Subrogation. The Issuer shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the indebtedness secured hereby or are otherwise discharged or paid by the Trustee or the Issuer.

Section 6.8. Transfer of the Facilities. Subject to Permitted Encumbrances and to the provisions of Article III hereof and the provisions of Article IX and Section 8.2 of the Agreement, the Corporation shall not sell, transfer, lease, pledge, encumber, create a security interest in, or otherwise hypothecate all or any part of the Facilities (except for sales of Inventory in the ordinary course of business).

ARTICLE VII SECURITY AGREEMENT

Section 7.1. Security Agreement. Insofar as the Equipment, the Inventory and the Gross Receipts (as Inventory and Gross Receipts are defined in Exhibit "C" attached hereto and incorporated herein by reference) are concerned, this Mortgage is hereby declared to be a security agreement, and the Corporation hereby grants to the Issuer, its successors and assigns, a security interest in every item of the Equipment, the Inventory and, subject to the terms of the Agreement, the Gross Receipts,

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