

9.2 Financing Statements: Mortgagor hereby agrees with Mortgagee to execute and deliver to Mortgagee, in form and substance satisfactory to Mortgagee, such "Financing Statements" and such further assurances as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest and/or assignment therein granted and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

9.3 Uniform Commercial Code Remedies: Mortgagee shall have all the rights, remedies and recourses with respect to the Fixtures, Construction Agreements, Plans, Leases and Rents afforded to it by Article 9 in addition to, and not in limitation of, the other rights, remedies and recourses afforded by the Security Documents.

9.4 No Obligation of Mortgagee: The assignment and security interest herein granted shall not be deemed or construed to constitute Mortgagee as a trustee in possession of the Mortgaged Property or to obligate Mortgagee to lease the Mortgaged Property or attempt to do same or to take any action, incur any expenses or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

9.5 Payment of Rents to Mortgagor Until Default: Unless and until an Event of Default occurs, Mortgagor shall be entitled to collect the Rents as trustee for the benefit of Mortgagee as and when, but not before, they become due and payable; Mortgagor shall: (i) apply the funds so collected first to the payment of the principal and interest and all other sums payable on the Note and in payment of all other indebtedness secured hereby and thereafter, so long as no Event of Default has occurred and subject to the provisions of this Paragraph 9.5, the balance shall be distributed to the account of Mortgagor. Mortgagor hereby agrees with Mortgagee that the other parties under the Leases may, upon notice from Mortgagee of the occurrence of an Event of Default, thereafter pay direct to Mortgagee the Rents due and to become due under the Leases and attorney all other obligations thereunder direct to Mortgagee without any obligation on their part to determine whether an Event of Default does in fact exist. Upon or at any time during the continuance of an Event of Default, Mortgagee may, without affecting any other rights or remedies available to it under Paragraphs 7.1 through 7.9