

hereby authorizes Mortgagee to execute and file financing statements and continuation statements without the signature of Mortgagor if Mortgagee 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 Mortgagee, upon request, to further evidence and secure Mortgagee's interest in the Building Equipment and shall pay to Mortgagee on demand any expenses incurred by Mortgagee in connection with the preparation, execution and filing of such statements and any continuation statements that may be filed by Mortgagee. In the event of a default under this mortgage or the occurrence of an Event of Default under the Loan Agreement, Mortgagee 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 Mortgagee 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 Equipment is required by law, five (5) days' notice shall constitute reasonable notification. The proceeds of any such sale or other disposition of the Building Equipment shall be applied first, to the expenses of retaking, holding, storing, processing, preparing for sale, selling, and the like, and then to the satisfaction of such portions of the Indebtedness and other sums secured hereby as Mortgagee in its sole discretion deems appropriate and in such order as Mortgagee in its sole discretion deems appropriate.

12. Mortgagor shall not at any time insist upon, plead, claim or take any advantage or benefit of, in any manner whatsoever, any stay or extension or moratorium law or any exemption from execution or sale of any property, or any part thereof, given under this mortgage, wherever enacted, now or at any time hereafter in force, which may affect the observance, performance or enforceability of any of the terms, representations, warranties, covenants and agreements of this mortgage or any other instrument evidencing or securing the Indebtedness, nor shall Mortgagor insist upon, plead, claim or take, in any manner whatsoever, any advantage or benefit of any law now or hereafter in force, wherever enacted, providing for the

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