

such personal property to all remedies thereunder and under the Collateral Agreement, and to all other applicable remedies Mortgagee may proceed as to all Collateral in accordance with the rights and remedies of Mortgagee in respect of real property, as provided in Section 9501-4 of the Uniform Commercial Code as adopted in the state where the Real Estate is located.

(b) Defeasance. In addition to any release of Collateral pursuant to the Loan Agreement or the Collateral Agreement, upon the termination of the Collateral Agreement in accordance with Section 7.09 thereof, and the recording of a notice thereof in the same office where this Mortgage is recorded, this conveyance shall be null and void, and upon demand therefor following such termination an appropriate instrument of reconveyance or release shall promptly be made by Mortgagee to Mortgagor at Mortgagor's expense.

(c) Notices. Each notice, demand or other communication given by Mortgagor or Mortgagee in connection with this Mortgage shall be given in accordance with Section 7.01 of the Collateral Agreement.

(d) Mortgagor; Gender. All provisions hereof shall inure to and bind the respective successors, vendees and assigns of the parties hereto. The word "Mortgagor" shall include all persons claiming under or through Mortgagor and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed any agreement or instrument evidencing Secured Obligations, the Collateral Agreement or this Mortgage. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(e) Care by Mortgagee. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Mortgagor requests in writing, but failure of Mortgagee to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Mortgagee to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

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