

ARTICLE FOUR

ADDITIONAL PROVISIONS

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4.01 Utilities. The Mortgagor covenants and agrees with the Mortgagee (1) that electric, gas, sewer, water facilities and any other necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service THE MORTGAGED PROPERTY satisfactorily; and (2) that any easements necessary to the furnishing of such utility service by the Mortgagor have been obtained and duly recorded.

4.02 Non-Impairment by Financing Statements. The Mortgagor and the Mortgagee agree that the filing of a Financing Statement in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and the intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from THE MORTGAGED PROPERTY and/or adapted for use therein and/or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate, except and specifically excluding any and all inventory and present and future accounts of Mortgagor and of any of its co-makers or guarantors, together with returned or repossessed goods arising from said accounts, irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with the Mortgagee, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property mortgaged hereby, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of the Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

4.03 Security Agreement and Financing Statements. The Mortgagor shall execute any and all such documents, including Financing Statements pursuant to the Uniform Commercial Code of the state in which THE MORTGAGED PROPERTY is located, as the Mortgagee may request, to preserve and maintain the priority of the lien created hereby on property which may be deemed personal property or fixtures, and shall pay to the Mortgagee on demand any expenses incurred by the Mortgagee in connection with the preparation, execution and filing of any such documents. The Mortgagor hereby authorizes and empowers the Mortgagee to execute and file, on the Mortgagor's behalf, all Financing Statements and refilings and continuations thereof as the Mortgagee deems necessary or advisable to create, preserve and protect said lien. When and if the Mortgagor and the Mortgagee shall respectively become the Debtor and Secured Party in any Uniform Commercial Code Financing Statement affecting Building Equipment or other property referred to or described herein, this Mortgage shall be deemed the Security Agreement as defined in said Uniform Commercial Code and the

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