

7. That the Mortgagee, in any action to foreclose this mortgage, or upon the actual or threatened waste to any part of the premises, shall be at liberty to apply for the appointment of a receiver of the rents and profits of the premises without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

8. That the Mortgagor upon request, made either personally or by mail, shall certify, by a writing duly acknowledged, to the Mortgagee or to any proposed assignee of this mortgage, the amount of principal and interest then owing on this mortgage and whether any offsets or defenses exist against the mortgage debt, within six days in case the request is made personally, or within ten days after the mailing of such request in case the request is made by mail.

9. That with respect to any personal property herein described, this mortgage shall constitute a security agreement between Mortgagor and Mortgagee, and, cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the Uniform Commercial Code, as amended, as to this property. This mortgage, as a Financing Statement, covers the following types of property: minerals, crops and goods that are, or are to become, fixtures as more fully described herein, and related to the real property described herein, and it is intended that as to those goods and the proceeds thereof, this mortgage shall be effective as a Financing Statement filed as a mineral, crop and fixture filing from the date of its filing for record in the real estate records of the county in which the land is located. Until the lien of this mortgage is released or satisfied of record, Mortgagor agrees, if requested by Mortgagee so to do, to execute one or more Financing Statements covering such personal property, in the manner and form required by law and to the satisfaction of Mortgagee. Mortgagor agrees to pay Mortgagee's charge, to the maximum amount permitted by law, for any statement by Mortgagee regarding the obligations secured by this mortgage, requested by Mortgagor or on behalf of Mortgagor. On demand, Mortgagor will promptly

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