

Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title, and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the property described in paragraphs (A), (B), (C), and (D), together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement, or other document reasonably required by Mortgagee to perfect the foregoing assignment as to any such lease.

This Mortgage constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income, proceeds, and other benefits from the Mortgaged Property, as hereinafter defined, subject, however, to the conditional permission given to Mortgagor to collect, receive, take, use, and enjoy the same as provided hereinabove; provided, further, that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

(H) FIXTURES AND PERSONAL PROPERTY. TOGETHER WITH a security interest in (i) all property and fixtures now or hereafter acquired and affixed to or located on all or any part of the property described in paragraphs (A), (B), (C), and (D) hereof which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property; (ii) all articles of personal property now or hereafter acquired and all materials delivered to all or any part of the property described in paragraphs (A), (B), (C), and (D) hereof for use in any construction being conducted thereon, and owned by Mortgagor; (iii) all contract rights, general intangibles, actions, and rights in action now or hereafter acquired pertaining to the Mortgaged Property, as hereinafter defined, including all rights to insurance proceeds; and (iv) all proceeds, products, replacements, additions, substitutions, renewals, and accessions of any of the foregoing. Mortgagor (Debtor) hereby grants to Mortgagee (Secured Party) a security interest in all fixtures, rights in action, and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may reasonably request in order to perfect its