

legal expenses and costs, all of which expenses and costs shall constitute a part of the Secured Obligations.

- (g) Part of the Collateral is or may become "fixtures" (as that term is defined in the Uniform Commercial Code) on the real estate comprising a portion of the Mortgaged Properties, and to the extent lawfully permitted the Debtor agrees that this Deed of Trust upon being filed for record in the appropriate real estate records shall operate also as a financing statement upon such of the Collateral which is or may become fixtures.
- (h) So long as any Secured Obligations remain outstanding, unless the prior written specific consent and approval of Secured Party shall have first been obtained, Debtor will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder.
- (i) Secured Party is authorized to file, in jurisdictions where this authorization will be given effect, a financing statement signed only by Secured Party covering the Collateral, and at the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, pursuant to the Uniform Commercial Code in form satisfactory to Secured Party, and will pay the cost of filing the same or filing or recording this Deed of Trust, as a financing statement, in all public offices at any time and from time to time whenever filing or recording of any financing statement or of this Deed of Trust is deemed by Secured Party to be necessary or desirable.

4.3 Debtor warrants and represents to Secured Party that, except for the security interest granted hereby in the Collateral, Debtor is the owner and holder of the Collateral, free of any adverse claim, security interest or encumbrance other than the Permitted Liens, if any, and Debtor agrees to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtor further warrants and represents that it has not heretofore signed any financing statement and that no financing statements signed by Debtor are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

Article V

Certain Covenants and Warranties of Grantor

5.1 As further assurances with regard to the Secured Obligations, Grantor hereby covenants, warrants and agrees in favor of Beneficiary, as follows:

- (a) Grantor hereby agrees and binds itself to perform and pay the Secured Obligations promptly as the same or any portion or installment thereof becomes due or payable.
- (b) Grantor covenants and agrees to pay all taxes and assessments of every kind or character charged, levied or assessed against the Mortgaged Properties or any part thereof, before any such taxes