

executed by the Borrower and the Lender and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at the Lender's sole election. The Borrower and the Lender agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of the Borrower and the Lender that everything used in connection with the production of income from the Premises, or adapted for use therein, or which is described or reflected in this Mortgage, is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Mortgage, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds or any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) the Borrower's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Premises, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of the Lender as determined by this Mortgage or affect the priority of

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