

ing the Secured Party as that term is used in the Code), and the Collateral may be affixed to the Land.

(d) The only persons having any interest in the Collateral are the mortgagor, and the mortgagee and the parties to the Permitted Encumbrances as their interest may appear.

(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and mortgagor will, at its own cost and expense, upon demand, furnish to the mortgagee such further information and will do all such acts and things as the mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no adverse liens or encumbrances other than the Permitted Encumbrances; and the mortgagor shall pay the cost of filing or recording any documents in all public offices wherever filing or recording is deemed by the mortgagee to be necessary or desirable.

(f) Upon any Event of Default hereunder, and at any time thereafter (such default not having previously been cured pursuant to Section 5 hereunder), the mortgagee, at its option, may declare the Indebtedness hereby secured immediately due and payable, all as more fully set forth in Section 4 hereof, and thereupon, mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as the mortgagor can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any place on which the Collateral or any part thereof may be situated and remove the same therefrom (provided, that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and the mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to mortgagor's right of redemption, if any, in satisfaction of the mortgagor's obligations, as provided in the Code. The mortgagee may require the mortgagor to assemble the Collateral and make it available to the mortgagee for its possession at a place to be designated by mortgagee which is reasonably convenient to both parties. The mortgagee will give mortgagor at least thirty (30) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of mortgagor shown on the first page of this mortgage at least thirty (30) days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any judicial foreclosure sale of the real estate comprised within the Mortgaged Property, and the Collateral and real estate may be sold as one lot if mortgagee so elects. The net proceeds realized upon any such disposition after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorneys' fees and legal expenses incurred by mortgagee,