

protect the lien of this Mortgage, the Mortgagee shall be saved harmless and shall be reimbursed by the Mortgagor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding, and the same shall be secured by this Mortgage and its payment enforced as if it were a part of the original debt.

X. It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party paying same.

XI. This Mortgage shall constitute a security agreement with respect to all fixtures and all other personal property (hereinafter called the "Personal Property") of the Mortgagor now owned or hereafter acquired and located upon the Premises and used in the operation and maintenance of the improvements thereon, and the Mortgagor hereby grants to the Mortgagee a security interest in the Personal Property including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes and all mechanical and hydraulic components and systems located on and used in connection with the operation or maintenance of the improvements on the Premises.

With respect to those items of the personal property which are or are to become fixtures related to the Premises, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

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