

12. Successors in Ownership. In the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Mortgagor without the prior written approval of the Mortgagee, the Mortgagee may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Mortgage and the Loan Documents in the same manner as with the Mortgagor, without in any manner discharging or otherwise affecting the Mortgagor's liability hereunder or upon the Mortgage Indebtedness.

13. Warranties Respecting Equipment. Except for equipment owned or purchased by any tenants of any part or parts of the mortgaged premises, the Mortgagor warrants that the Mortgagor owns all equipment described in this Mortgage free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage and the other Loan Documents. The Mortgagor further warrants that, as to equipment hereafter acquired, the Mortgagor will own all such equipment at the time it is brought on the mortgaged premises and thereafter free and clear of any and all liens and security interests except for the lien and security interest granted or permitted by this Mortgage and by any other security instrument or agreement executed and delivered to the Mortgagee or except as otherwise permitted by the Agreement.

14. Security Interest. This Mortgage shall, as to any equipment covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Mortgagor agrees, upon reasonable prior request of the Mortgagee, to furnish an inventory of equipment owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagee, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of equipment. Upon the occurrence of any of the events of default referred to in Paragraph 10 hereof, the Mortgagee shall have all of the rights and remedies therein provided or otherwise provided by law or by this Mortgage, including but not limited to the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that the Mortgagee shall send notice to the Mortgagor of any such sale at least thirty (30) days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any of such equipment may be applied by the Mortgagee first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and then to payment of the Mortgage Indebtedness. Anything to the contrary contained in this Mortgage notwithstanding, so long as no event of default shall have occurred and be continuing the Mortgagor shall be entitled to dispose of and deal in the equipment covered hereby in and utilize the proceeds thereof in the ordinary course of its business, including (without limitation), dispos-