

and surplus of the Mortgagor for such fiscal year with respect to the Premises, in reasonable detail, and stating in comparative form the figures as of the end of, and for the previous fiscal year and certified by the Mortgagor (or if Mortgagor be a corporation by authorized officer of Mortgagor). The first set of financial statements shall be furnished on April 15, 1984.

19. Upon request of Mortgagor, Mortgagee may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Mortgagor and this Mortgage shall secure the payment of the Note including any and all advancements made by Mortgagee thereunder, whether as future advancements or otherwise, together with any renewals or extensions of the Note. All provisions of this Mortgage shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained shall limit the amount secured by this Mortgage if such amount is increased by advances made by Mortgagee, as herein or elsewhere provided. The word "Mortgagor" as used in this Paragraph includes any successor in ownership of the Premises.

20. As further security for the indebtedness herein described, the Mortgagor (in this Paragraph hereinafter referred to as Debtor) hereby grants to Mortgagee a security interest in all present and future furnishings, inventory, furniture, appliances, equipment, fixtures, machinery, trade fixtures, business equipment, apparatus, tools, leases of chattels whether the Debtor is the lessor or lessee thereof and options in favor of the Debtor thereunder, service, management and other contracts or agreements, tax refunds, insurance policies and proceeds to be received thereunder or therefrom whether by reason of loss or cancellation, all rents, issues and profits, all of Debtor's present and future accounts, accounts receivable, contract rights, instruments, chattel paper, goodwill, trade names, trademarks, proprietary choses and other choses in action of every kind and nature now in existence or hereafter created, and all other intangibles of Debtor, cash on hand belonging to the Debtor or possessed by the Debtor, and all of the foregoing whether presently owned or possessed by the Debtor, whether located at the address of the Debtor above designated or wheresoever else situated, including all proceeds thereof and funds on deposit in banking institutions to the credit of Debtor, and all other personal property of every kind owned by the Debtor and used in the operation of the Premises (hereinafter referred to as the "chattels") and the proceeds thereof which security interest shall have priority over all other security interests. Debtor further agrees that it shall not sell, assign, lease, transfer or otherwise dispose of said chattels without Mortgagee's prior written consent, except in the ordinary course of business. Nothing herein shall be deemed to be a grant of a security interest in any personal property of a tenant(s) of the Premises.

21. Mortgagor assigns to Mortgagee the leases, rents, issues and profits ("Rents") of the Premises as further security for the payment of the indebtedness secured hereby and Mortgagor grants to Mortgagee the right to enter the Premises for the purpose of collecting the same and to let the Premises, or any part thereof, and to apply said Rents, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid, but Mortgagee hereby waives the right to enter the Premises for the purpose of collecting said Rents, and Mortgagor shall be entitled to collect and receive said Rents, until the occurrence of a default by Mortgagor under the terms and provisions hereof. Such right of Mortgagor to collect and receive said Rents, may be revoked by Mortgagee upon any default by Mortgagor under the provisions of this Mortgage by giving not less than five (5) days' written notice of such revocation to Mortgagor; Mortgagor shall not have the right or power, as against the holder of this Mortgage without its consent, to cancel, abridge or otherwise modify tenancies or leases of the Premises or any part thereof, in existence on the date of this Mortgage, or to accept prepayments of installments of rent to become due thereunder for a period of more than one (1) month in advance. Mortgagor will (i) fulfill or perform each and every term, covenant and provision of any such lease to be fulfilled or performed by the Lessor thereunder; (ii)

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BOOK 1632 PAGE 259