

- (e) sales or transfers of fixtures or any personal property pursuant to the first paragraph of paragraph 6 hereof.

13. Warranties Respecting Equipment. Except for equipment owned or purchased by any tenants or 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 and Permitted Liens. 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 Note (e.g. Permitted Liens).

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 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.

15. Assignment of Leases and Rents. As of the date of this Mortgage, as security in addition to the property described in this Mortgage, the Mortgagor hereby assigns to the Mortgagee all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the