

statements in form satisfactory to the Mortgagee to further evidence and secure Mortgagee's interest in such collateral, and shall pay all filing fees in connection therewith. In the event of a Default, the Mortgagee, pursuant to the applicable provision of the Uniform Commercial Code of the Governing Jurisdiction, shall have the option of proceeding as to both real and personal property in accordance with its rights and remedies in respect of the real property, in which event the default provisions of the Uniform Commercial Code of the Governing Jurisdiction shall not apply. The parties agree that in the event the Mortgagee elects to proceed with respect to collateral constituting personalty or fixtures separately from the real property, five (5) days' notice of the sale of such collateral shall be reasonable notice.

21. Assignment. This Mortgage is assignable by the Mortgagee without notice to the Mortgagor, and any assignment of the same by the Mortgagee shall operate to vest in such assignee the same right, title and interest as was vested in the Mortgagee and all rights and powers herein conferred. The Mortgagee shall give the Mortgagor notice promptly after the Mortgagee has assigned this Mortgage; however, the failure of the Mortgagee to give such notice shall not relieve the Mortgagor of any of its obligations under this Mortgage (including, but not limited to, the requirement to pay the Obligations), shall not impair or affect any of the Mortgagee's rights or remedies under this Mortgage, and shall not give