

Code. In consideration of the loan from Lender and to further secure repayment of the same, Borrower hereby grants Lender a security interest in the said items and their products, proceeds, substitutions and additions. Borrower agrees Lender may file this instrument, or a copy hereof, as a financing statement for any of the items specified as part of the Property. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statement, as well as extensions, renewals and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, Lender shall have the remedies of a secured party under the said Commercial Code and, at Lender's option, may also invoke the remedies provided in paragraph 26 of this Mortgage as to such items. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the said Commercial Code or of the remedies provided in this Mortgage.

13. Leases and Conditional Assignment Thereof. If the Property is leased by Borrower to a tenant or tenants, Borrower shall comply with and observe Borrower's obligations as landlord under any such leases. Borrower will not lease any portion of the Property for non-office use except with the prior written approval of Lender. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. At Lender's sole option, any or all leases of the Property shall specifically provide that such leases are subordinate to this Mortgage; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property;

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