

personal property owned by Tenants of the Mortgagor), this Mortgage shall be deemed the Security Agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) by general law, or (iii) as to such part of the security which is also reflected in said Financing Statement by the specified statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code, all at the Mortgagee's sole election. Similarly, the mention in such such Financing Statement of (1) the rights in or to the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, shall never be construed as in anywise altering any of the rights of the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1) or (2) of this paragraph that notice of the Mortgagee's priority of interest to be effective against a particular class of persons including, but not limited to, the Federal Government or any subdivision or entity of the Federal Government, must be filed in the Commercial Code Records.

20. The holder may collect a "late charge" not to exceed an amount equal to four (4%) percent of any installment which is not paid within Ten (10) days of the due date thereof to cover the extra expense in handling delinquent payments, provided that the collection of said late charge shall not be deemed a waiver by the holder of any of its other rights under this Mortgage and the aforesaid Note.

21. Should any bankruptcy, reorganization, receivership, liquidation or similar proceeding be instituted by or against the Mortgagor, then the entire principal and accrued interest secured hereby shall, at the option of the Mortgagee, become immediately due and payable.

22. Mortgagor shall perform all covenants to be performed by the landlord under any and all leases on the Premises or any part thereof and any default by Mortgagor in its obligations as landlord under said leases shall, at the option of Mortgagee, constitute an event of default under this Mortgage. If