

without prejudice to any of its other rights and remedies as to Mortgagor, may obtain such insurance in form, for amounts and with insurers satisfactory to Mortgagee, and any amounts paid in connection therewith, if not repaid forthwith, shall be added to the principal amount owing hereunder, shall be secured by this Mortgage and shall be recoverable as part of the indebtedness hereby secured.

7. At any time and from time to time, upon request by Mortgagee, Mortgagor will make, execute and deliver, or cause to be made, executed and delivered, to Mortgagee, and where appropriate, will cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed, at such time and in such offices and places as shall be deemed desirable by Mortgagee, any and all such other and further mortgages, instruments of further assurance, certificates, financing statements, security agreements and other documents as, in the opinion of Mortgagee or its counsel, may be necessary or reasonably desirable in order to effectuate, complete and perfect, or to continue and preserve (a) the obligations of Mortgagor under this Mortgage, and (b) the lien of this Mortgage as a lien and security interest upon all the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Mortgagee may make, execute, record, file, re-record or re-file any and all such mortgages, instruments, certificates, financing statements, security agreements and instruments for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints the person then holding the office of President of Mortgagee to be the agent and attorney-in-fact of Mortgagor so to do. Any and all expenses of Mortgagee in connection therewith, if not repaid forthwith, shall be added to the principal amount owing hereunder, shall be secured by this Mortgage and shall be recoverable as part of the indebtedness hereby secured.

8. Mortgagor will forthwith reimburse Mortgagee, upon demand, for all expenses, including attorneys' reasonable fees, incident to the enforcement, protection and preservation, and any attempt thereat, of all the rights of Mortgagee under this Mortgage.

9. All property which hereafter may become affixed or attached to the Mortgaged Property, and all personal property of the kind included in the Mortgaged Property, which hereafter is acquired by Mortgagor and placed upon or used in connection with the Mortgaged Property, shall forthwith, and without further act, become subject to this Mortgage and to the security interest of Mortgagee hereunder.

10. The indebtedness secured hereby shall become due and payable immediately, without notice or demand, (a) if Mortgagor becomes insolvent, (b) ceases doing business as a going concern, does not generally pay its debts as they become due, (c) commits an act of bankruptcy, (d) upon the voluntary filing of a petition for the appointment of a receiver, or the appointment of a receiver for Mortgagor or any of its property; or if a petition under the Bankruptcy Code or any amendment thereto, or under any state insolvency law be filed by or against Mortgagor, and be not dismissed, stayed or indemnified against to the satisfaction of Mortgagee. Mortgagee is authorized, at its option, to declare this Mortgage in default, upon the happening of any of the following events which, together with those set forth above, are herein called "Events of Default", provided that the Events of Default set forth in the following sub-divisions "(iii)" to "(v)", inclusive, shall not have been cured by Mortgagor within five (5) business days after Mortgagee's mailing of registered mail notice thereof to Mortgagee:

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