800k1584 PAGE195

part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of the "Debtor," are set forth in Schedule 2 of said Exhibit "D".

After 8.3. Further Assurances; Section Property. At any time, and from time to time, upon request by the Issuer or the Trustee, the Corporation shall make, execute and deliver or cause to be made, executed and delivered, to the Issuer and the Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Issuer or the Trustee, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of the Issuer or the Trustee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (i) the obligations of the Corporation under this Mortgage and (ii) the mortgage lien and security interest of this Mortgage as a first and prior lien upon the security and/or title in and to all of the Facilities and any additions to or substitutions thereof pursuant to the terms of this Mortgage and the Agreement. Upon any failure by the Corporation to do so, the Issuer or the Trustee may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates documents for and in the name of the Corporation and the Corporation hereby irrevocably appoints the Issuer and the Trustee the agent and attorney-in-fact of the Corporation to do so. The mortgage lien and security interest hereof shall to all further act, without automatically attach, after-acquired property which becomes a part of the Facilities, as defined herein, and to after-acquired or hereafter created property that constitutes Gross Receipts.

Expenses. In the event the Corporation should default under any of the provisions of this Mortgage and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of the Corporation in this Mortgage or the Agreement, the Corporation agrees that it will on demand therefor pay to the Issuer or the Trustee, as the case may be, the fees of such attorneys and such other expenses so