

forth the amount of the indebtedness which the Mortgagor acknowledges to be due on the Obligations and under this Mortgage, specifying any claims of offset or defense which the Mortgagor asserts against the indebtedness secured hereby or any obligations to be paid or performed hereunder, and the then state of facts relative to the condition of the Property.

- §2.14. Waiver and Modification; Fees and Expenses in Event of Redemption or Foreclosure. Whether or not for additional interest or other consideration paid or payable to the holder, no forbearance on the part of the holder or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the holder to the Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the holder, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any of them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor. No consent or waiver, express or implied, by the holder to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby. In case redemption is had by the Mortgagor after foreclosure proceedings have begun, the holder shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption.
- §2.15. Fixtures and Equipment; Financing Statement. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all property (and proceeds thereof) included in the Property which might otherwise be deemed "personal property." The Mortgagor covenants and agrees that, upon the subsequent acquisition of fixtures or Building Service Equipment, the Mortgagor shall provide the holder with a precise inventory of the same, as and when acquired and

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