

and not in payment or satisfaction thereof. In the event of default in the payment of any of the aforesaid installments when due, or in the event of default in any of the terms or provisions of this mortgage, or of said Note or of the aforesaid Mortgage securing said indebtedness, then at the option of the holder thereof all of said remaining installments shall become due and payable immediately. Notice of the exercise of such option is hereby expressly waived. Mortgagee shall thereupon have the right to enforce any or all of its collection and collateral rights under the aforesaid Note, the aforesaid Mortgage and this mortgage, and may elect which of said mortgages to foreclose, may elect to foreclose any one or both of said mortgages simultaneously or in such order as Mortgagee may elect, and may elect the order by which the Chattels or real estate described in said mortgages shall be sold.

Mortgagor further covenants to and with Mortgagee as follows:

1. Mortgagor lawfully possesses and owns said Chattels free from all claims and incumbrances.
2. Mortgagor warrants and shall defend said Chattels against all claims and demands whatsoever, and will pay promptly when due all taxes and license fees, assessments and other public charges levied or assessed and satisfy all liens against said chattels, which shall at all times be at Mortgagor's risk.
3. To the extent that any of the property covered hereby may be judicially determined to have become, by reason of accession, a part of the building situate upon said premises and to be real property rather than personal property, then the same shall be taken to be covered by and subject to the lien of the Mortgage recorded in Book 129 of mortgages at page 155 and hereinabove referred to.