

This Mortgage is made subject to the following covenants, conditions and agreements:

1. The Company owns and is lawfully seized of the Premises, free and clear of all liens and encumbrances except those of record or except as herein set forth, and has full power and lawful authority to grant, bargain, sell, assign, convey, mortgage and warrant the same to the Mortgagees in the manner and form herein done or intended. The Company has and will preserve title to the Premises, and does and will forever warrant and defend the same to the Mortgagees, and their successors and assigns hereunder, against the claims of all persons and parties, except with respect to matters of record.
  2. The Company will pay the principal of and interest on the Note at the time and in the manner provided therein, and will perform and comply with all covenants and obligations contained in this Mortgage.
  3. The Company will pay and discharge, or cause to be paid and discharged, as and when the same shall be due and payable without penalty, all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges of every character, general and special, ordinary and extraordinary, which are levied upon or assessed against the Premises or which arise in respect of the ownership, occupancy or use thereof.
  4. The Company will not create or permit to be created or to remain, and will promptly remove and discharge, all liens, encumbrances and charges upon the Premises, provided, that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien shall not violate this paragraph 4 if payment is not yet due upon the contract or for the goods or services in respect of which any such lien has arisen. Notwithstanding any provision of paragraph 3 or this paragraph 4, the Company shall not be required to pay, discharge or remove any tax, assessment, levy, fee, rent or charge referred to in paragraph 3, or any lien, encumbrance or charge referred to in this paragraph 4, provided that the Company or Lessee shall contest, at its own expense, the amount or the validity thereof by appropriate proceedings which shall operate to prevent the collection of, or other realization upon, the tax, assessment, levy, fee, rent, charge, lien or encumbrance contested and the sale or forfeiture of the Premises or any part thereof to satisfy the same.
  5. If all or part of the Premises shall be taken by condemnation or other proceeding pursuant to any law, general or special, the award or compensation for such taking shall be payable to the Mortgagees, except to the extent that such award or compensation shall be payable to Lessee pursuant to the Lease. The Company will execute such instruments and take such action as may be necessary to enable the Mortgagees and Lessee to receive any award or compensation as provided in this paragraph.
  6. The Premises shall at all times be leased under and subject to the Lease. The Company will perform or cause to be performed all obligations and agreements to be performed by the lessor under the Lease, and will do all things necessary to compel performance by Lessee of its obligations and agreements as lessee under the Lease. The Company will neither take nor permit any action which will release Lessee from any obligation or liability under the Lease or which will result in the termination, amendment or modification, or impair the validity, of the Lease except as expressly provided for therein or in said Trust Indenture. The Company will give to the Mortgagees written notice of all defaults by Lessee under the Lease, promptly after they become known to the Company.
  7. If one or more of the following events (herein called events of default) shall happen and be continuing: (a) if default shall be made in the due observance or performance of any covenant, agreement or obligation contained in this Mortgage; or (b) if default shall be made by Lessee under the Lease by reason of which the lessor thereunder is given the right to give notice of termination of the term of Lease, or if any rental payment payable under the Lease to the lessor thereunder is not made directly to the Mortgagees when the same is due and payable, regardless of the reason for nonpayment to the Mortgagees; or (c) if any of the Company's indebtedness issued or to be issued pursuant to said Trust Indenture shall be declared to be due and payable, or if any event of default, as defined in said Trust Indenture, shall occur: then, if any such event shall have continued for 5 days after notice to the Company and Lessee of such default, the Mortgagees may elect to declare the entire principal of the Note, and all accrued and unpaid interest thereon, forthwith due and payable without notice or demand and, to the extent permitted by law, shall have and may exercise all remedies set forth in the Note or otherwise available to the Mortgagees at law or in-equity.
  8. No failure of the Mortgagees to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of their right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Company; and the payment of taxes or other liens, debts or charges by the Mortgagees shall not be taken or construed as a waiver of their rights to declare the maturity of the indebtedness hereby secured by reason of the failure of the Company to pay such taxes, debts, liens or charges; and the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.
  9. If one or more events of default shall happen and be continuing for 5 days after notice to the Company and the Lessee thereof or (Insert "Foreclosure Insert" for state involved -- to be pasted on and initialed by the Company.)
- If one or more events of default shall happen and be continuing for five days after notice to the Company and the Lessee thereof or if the Mortgagor shall fail to pay, or cause to be paid, as it matures, the indebtedness hereby secured, or any part thereof, according to the terms thereof, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in the premises or improvements becomes endangered by reason of the accrual or enforcement of any lien or encumbrance thereon, then, in such event, the whole indebtedness hereby secured shall, at the option of the Mortgagee, and without notice, become immediately due and payable and this Mortgage foreclosed pursuant to the statute in such case made and provided, Mortgagor hereby waiving any and all appraisements and any and all waiting period prior to sale on foreclosure. In the event of such foreclosure the Mortgagee may bid at the sale and purchase the property, if the highest bidder therefor *W*