

And the said Mortgagor, does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Creative Fabrics, Inc. Employees Pension Plan, its successors and assigns, from and against itself, and its successors and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

The Mortgagor further covenants with the Mortgagee, its successors or assigns as follows:

1. To pay said principal sum and interest thereon at the times and in the manners specified in said Note, and in case of any foreclosure of this Mortgage begun or completed, the expenses and reasonable attorney's fees, which are hereby declared to be a part of the debt hereby secured, and also to pay any other indebtedness that may accrue to the Mortgagee under the terms of this Mortgage.

2. To keep protected and in good order, repair and condition at all times the buildings and improvements now standing or hereafter erected or placed upon the mortgaged premises and any and all appurtenances, apparatus and articles of personal property, including but not limited to furniture, furnishings, and equipment now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid real and personal property which may become lost, destroyed or unsuitable for use, and will keep insured the aforesaid real and personal property, and the interests and liabilities incident to the ownership thereof, in manner, forms, companies, sums, and length of terms satisfactory to the Mortgagee; that all insurance policies are to be held by and, to the extent of its interest, are to be for the benefit of and first payable in case of loss to the Mortgagee, subject to any contrary provisions of that certain Indenture of Lease of even date between Mortgagee, as Landlord, and The Great Atlantic & Pacific Tea Company, Inc., as Tenant, (the "A & P Lease") and the Mortgagor shall deliver to the Mortgagee a new policy as replacement

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