

ARTICLE 3

Particular Covenants of the Company

Anything in this Indenture or in any Note to the contrary notwithstanding, the Company represents and warrants the truth and correctness of the information set forth in the Preliminary Statement, and represents, warrants, covenants and agrees as follows:

Section 3.1 Title to the Property. The Company has good, record and marketable fee simple title to the Real Property, free and clear of all liens, encumbrances, charges and other exceptions to title, except Permitted Exceptions. The Company has full power and lawful authority to Mortgage and Convey the Trust Estate to the Trustees in the manner and form herein done or intended. The Company will preserve its title to the Property and will forever warrant and defend the same to the Trustees against the claims of all persons. This Indenture constitutes a valid first lien on the Trust Estate, subject only to Permitted Exceptions of the character referred to in clauses (a), (b), (c), (d) and (f) of the definition of Permitted Exceptions.

Section 3.2 Further Assurances. The Company will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, instruments and assurances as the

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