

property, excluding any items released or disposed of in accordance with the terms of this Mortgage.

To Have and To Hold the Land, Buildings and Equipment (the "Mortgaged Property"), together with all privileges, hereditaments and appurtenances thereunto now or hereafter belonging, or in anywise appertaining, and the proceeds thereof, unto the Bank, its successors and assigns forever,

Provided, nevertheless, that these presents are upon the express condition that if the Industry shall pay all Loan Repayments under the Loan Agreement and cause to be paid the principal of, prepayment penalty (if any) on and interest on the Note, and if the Industry shall strictly observe and perform all of the terms, covenants and conditions contained in the Loan Agreement and this Mortgage, then this Mortgage and the estate, right and interest of the Bank in and to the Mortgaged Property shall cease and be and become void and of no force and effect, and shall be satisfied at the Industry's expense, otherwise to remain in full force and effect.

The Industry and the Bank further agree as follows:

1. Definitions. Terms used in this Mortgage not otherwise defined in this Mortgage, but defined in the Loan Agreement shall have the same meaning as in the Loan Agreement unless the context clearly indicates a contrary meaning.

2. Warranty of Title; Permitted Encumbrances. The Industry hereby covenants, represents and warrants that the

4328 RV-2

4328 RV-2