

interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of any other instrument securing the Note when payment shall become due, all without deduction or credit for taxes or other similar charges paid by Mortgagor.

1.02 Warranty of Title. Mortgagor covenants and warrants that it is seized of an indefeasible estate in fee simple in the Land hereby mortgaged, has good and absolute title to all existing personal property hereby mortgaged or made subject to the security interest hereby created and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that Mortgagee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Land hereby mortgaged and every part thereof; that the Land and all existing personal property hereby mortgaged or made subject to the security interest hereby created is free and clear of all liens, security interests, charges and encumbrances whatsoever, except for any vendor's purchase money security interest, any lessor's security interest, the lien for property taxes not yet due and payable and those permitted encumbrances, if any, described in Exhibit C. Mortgagor shall and will make such further assurances to perfect Mortgagor's fee simple title to the Land hereby mortgaged, and the title to the personal property hereby mortgaged or made subject to the security interest hereby created as may reasonably be required. Mortgagor fully warrants the title to the Land and all existing personal property hereby mortgaged or made subject to the security interest hereby created and every part thereof, and will forever defend the same against the claims of all persons whatsoever. The Mortgagor covenants and warrants that it is lawfully seized of the Leasehold hereinbefore described as tenant, and that it has good and rightful authority to encumber the same herein set forth.

1.03. Zoning and Environmental Laws. Mortgage covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the Land and the Leasehold permit the use and occupancy of the Improvements and further covenants and warrants to comply with all environmental and ecological laws, ordinances and regulations affecting the Mortgaged Property.

1.04 Taxes and Liens.

(a) Mortgagor shall pay promptly, when and as due, and shall promptly exhibit upon request to Mortgagee receipts for the payments of all

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