

TOGETHER with the plants, buildings, structures, and improvements, machinery, equipment, furniture, fixtures and other goods and chattels, located or installed on said premises at any time, all of said property, whether real, personal or mixed, being hereinafter referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD all and singular the said Mortgaged Property unto Mortgagee, its successors and assigns, to and for the only proper use and benefit of Mortgagee, its successors and assigns, forever.

Mortgagor hereby warrants, represents, promises, covenants and agrees to and with Mortgagee as follows:

1. Mortgagor will pay to Mortgagee, its successors and assigns, the said sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), and the interest payable thereon, in accordance with the terms of the said Promissory Note.

2. Mortgagor is lawfully seized of an indefeasible estate in fee simple in the real estate above described. The title of Mortgagor to the Mortgaged Property is free and clear of all encumbrances and liens whatsoever, except as to certain parcels as listed on Schedule C attached hereto and made a part hereof, and Mortgagor has a good and legal right to grant and convey the Mortgaged Property to Mortgagee as herein provided. Mortgagor will warrant and forever defend the title of the Mortgaged Property unto Mortgagee against all claims and demands whatsoever, and will forever warrant, secure and defend the quiet and peaceful possession of the Mortgaged Property against other claims and demands.

3. Mortgagor at all times will maintain, preserve and keep the Mortgaged Property, and every part thereof, in good repair, working order and condition, and from time to time will make all needful and proper repairs, additions and improvements thereto, and renewals, replacements, extensions and betterments thereof. Mortgagee from time to time may inspect the Mortgaged Property.

4. Mortgagor will pay at or before the same become due all amounts payable on or pursuant to any indebtedness of Mortgagor or any other party which may be secured by the Mortgaged Property and superior in lien or having priority of payment to this Mortgage.

5. Mortgagor will pay and discharge, as they become due and payable, all taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America, or any state, county, municipality or other taxing authority, upon are in respect to the Mortgaged Property, or any part thereof, or any charge which, if unpaid, would become a lien or charge thereon prior or equal to the lien of this Mortgage, or which would have priority or equality in the

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