

suant to the Agreement, (ii) the performance of the covenants herein contained and any monies expended by the Mortgagee in connection therewith, (iii) the payment of all Obligations and performance of all covenants of the Mortgagor and Debtor under the Agreement, (iv) the payment of all obligations and performance of all covenants of the Mortgagor under that certain Security Agreement dated as of even date herewith by and between Mortgagor and Mortgagee, and (v) the payment of all obligations and performance of all covenants of the Mortgagor and Debtor under any other loan documents, agreements or instruments given in connection with or related to the Agreement, this Mortgage or the Notes, including obligations arising out of extensions, renewals or modifications of any of the foregoing, (all of the aforesaid indebtedness and obligations of the Mortgagor being herein called the "Mortgage Indebtedness", and all of the documents, agreements and instruments evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness being herein collectively called the "Loan Documents"),

IN CONSIDERATION of the sum of Three Dollars (\$3.00), the mutual promises hereinafter and as set forth in the Agreement, the direct and indirect benefits to the Mortgagor resulting from the extension of credit to the Debtor as described in the Agreement, and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Mortgagor does hereby grant, bargain, sell and release unto the Mortgagee, and its successors and assigns, the lands, premises and property described as set forth on Annex A which is annexed hereto and made a part hereof (herein called the "mortgaged premises").

TOGETHER with all the Mortgagor's right, title and interest in and to all easements, rights-of way, licenses and privileges, thereunto belonging or in anywise appertaining, including, without limitation, those easements, rights-of-way, licenses and privileges described in Annex B.

TOGETHER with all buildings and improvements now or hereafter situated upon the mortgaged premises or any part thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagee.