

has good and merchantable title to that portion of the Project which constitutes personal property; that it has good and lawful authority to sell, convey, mortgage and grant a security interest in the same; that the Project is free and clear of all liens and encumbrances whatsoever except as may be above stated and except certain Permitted Encumbrances as that term is defined in the Agreement; and that Company covenants to warrant and defend the Project against the lawful claims of all persons whomsoever, except as may be above stated.

CONDITIONED, HOWEVER, that if Issuer, as issuer of the Bonds, its successors or assigns, shall pay, or cause to be paid, or provision for such payment shall have been made in accordance with Article VIII of the Indenture of Trust (the "Indenture") dated as of November 1, 1982, between Issuer, as issuer, and Trustee, as trustee, for payment of the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner provided in the Bonds, and shall cause the payments to be made on the Bonds as required under Article IV of the Indenture, or shall provide, as permitted by the Indenture, for payment thereof by depositing with Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of Issuer's material covenants and conditions pursuant to the terms of the Indenture and shall pay or cause to be paid to Trustee all sums of money due or to become due to Trustee in accordance with the terms and provisions of the Indenture, then upon the final payment thereof the mortgage lien rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

1. TAXES. Company shall pay all taxes and special assessments of every kind now or hereafter levied against the Project as provided in the Agreement.

2. INSURANCE. Company shall keep in force insurance upon the Project as provided in the Agreement.

3. MAINTENANCE OF PROJECT. Company shall maintain buildings and other improvements and equipment on the Project as provided in the Agreement.

4. ATTORNEYS' FEES. In case of any action or any proceedings in any court to collect any sums payable or secured by this Mortgage to protect the lien of title herein