

AND FURTHER INCLUDING, and Mortgagor absolutely and irrevocably assigns to Mortgagee, all rents, issues and profits of said property;

TO HAVE AND TO HOLD all of the foregoing property together with all and singular the privileges, rights, benefits and appurtenances thereunto belonging unto Mortgagee, its successors and assigns, forever.

All property granted, bargained, sold, conveyed, assigned, transferred and mortgaged to Mortgagee hereunder is referred to as the "Mortgaged Property." Mortgagor warrants that it is well and truly seized of a good and marketable title in fee simple to the Mortgaged Property; that the title to the Mortgaged Property is clear, free and unencumbered and Mortgagor shall forever warrant and defend the same unto Mortgagee, its successors and assigns, against all claims whatsoever, except only those matters, if any, shown on Schedule "A" hereof.

PROVIDED, ALWAYS that if Mortgagor shall fully pay all of the indebtedness and fully perform all of the obligations secured hereby, according to the terms thereof, then this Mortgage shall thereafter be null and void.

FOR THE PURPOSE OF SECURING:

1. Payment of an indebtedness up to the principal sum of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) with interest thereon, late charges and attorneys' fees, according to the terms of that Loan Agreement dated March 12, 1982, made by and between Mortgagor and Mortgagee (the "Loan Agreement"), as evidenced by promissory notes made by Mortgagor to the order of Mortgagee, defined in the Loan Agreement and referred to herein as the Commercial Notes, including but not limited to the indebtedness evidenced by that Promissory Note of even date herewith made by Mortgagor to the order of Mortgagee in the principal amount of \$1,586,800.00, which is one of the Commercial Notes, and any and all extensions, modifications, substitutions or renewals of the Commercial Notes (including without limitation the Commercial Note described above) (all herein severally and collectively called the "Note") and the performance and discharge of each and every obligation of the Mortgagor set forth in the Note.

2. Payment with interest thereon, in accordance with the terms of the obligation or obligations evidencing same, of any and all additional loans or advances made by Mortgagee to Mortgagor and/or the then record owner or owners of the Mortgaged Property, or any part thereof, and extensions, modifications or renewals thereof.

3. Payment of all obligations incurred, and of all moneys expended or advanced, by the Mortgagee pursuant to the terms hereof, or the terms of the Loan Agreement, or any other document or instrument related to the indebtedness hereby secured, and payment of all moneys expended or advanced by Mortgagee or on its behalf to preserve any right of Mortgagee hereunder, or to preserve any rights of Mortgagee under any other document or instrument securing the Note, or to protect or preserve the Mortgaged Property or any part thereof, all of which are hereby declared to be a lien on the Mortgaged Property and secured hereby.

4. Performance, payment and observance by Mortgagor of each agreement, term, provision and condition contained herein or in the Loan Agreement, or any other document or instrument related to the indebtedness hereby secured.

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