

Borrower covenants that Borrower is lawfully seized of the leasehold estate hereby conveyed and above described and has the right to mortgage, grant and convey the same; that the same is unencumbered and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property and subject to the reversionary estate of Owner.

Owner hereby covenants that Owner is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered and that Owner will warrant and defend generally the title to the Property against all claims and demands, subject to any encumbrances, declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property and subject to the aforesaid lease and leasehold estate.

1. This conveyance is made upon the special trust that if the Borrower shall pay the Extension Fees and the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof, in whole or in part, and shall comply with all the covenants, terms and conditions of this Mortgage, then this conveyance shall be null and void and may be cancelled of record at the request and at the cost of the Borrower. If, however, there shall be any default in any of the terms and conditions or covenants contained in this Mortgage, or in the event of actual or threatened demolition, injury or waste to the premises which may impair the value of the Property hereby conveyed, or if a receiver should be appointed for or a petition in bankruptcy filed by or against the Borrower, then and in any of such events the Note shall at the option of the Lender become at once due and payable, regardless of the maturity date thereof.

When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for said indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Lender under this Mortgage or the Note secured hereby, there shall be allowed or included as additional indebtedness in the decree for sale or other judgment or decree, to the extent allowed by law, all expenditures and expenses which may be paid or incurred by or on behalf of the Lender in connection therewith, including (without limitation) reasonable attorney's fees, costs of documentary evidence, publication costs, abstracts and title reports. At any foreclosure sale, the Lender may sell