

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own use and benefit forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that if Mortgagor shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Contract, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Contract, all without any deduction or credit, and shall keep, perform, and observe all the obligations, covenants, representations, warranties, and promises in the Contract, and any renewal, extension, or modification thereof, and in this Mortgage and in all other instruments securing the Contract, required to be kept, performed, or observed by Mortgagor; then this Mortgage, and all the properties, interest, and rights hereby granted, conveyed, and assigned shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

ARTICLE ONE

COVENANTS OF MORTGAGOR

1.01 Performance of Contract, Mortgage, etc. Mortgagor shall perform, observe, and comply with all provisions hereof, of the Contract, and of every other instrument securing the Contract, and shall promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Contract and pursuant to the provisions of this Mortgage and of every other instrument securing the Contract when payment shall become due, all without deduction or credit.

1.02 Warranty of Title. Mortgagor covenants and warrants that it is seized of (i) an indefeasible estate in fee simple in the Land and the Improvements and the real property described in paragraph (D) of the above description of the Mortgaged Property to (the extent that the same is related to the Land and the Improvements) and (ii) a valid and enforceable leasehold estate in the Leasehold and the real property described in paragraph (D) of the above description of the Mortgaged Property (to the extent that the same is related to the Leasehold) and has good right, full power, and lawful authority to convey, mortgage, and encumber the same as provided herein; that Mortgagee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy the Land and other real property hereby mortgaged and every part thereof; that the Land, other real property,