

under by Mortgagor or Tenant; (iii) the Leasehold Estate is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to this Mortgage other than as specifically set forth in Exhibit B to this Mortgage; (iv) it is well and truly seized of the property described in Granting Clauses II, III and IV hereof, free and clear of any liens and encumbrances except as expressly set forth in Exhibit B to this Mortgage; (v) it has not heretofore assigned the rents and payments mentioned under Granting Clause III hereof (except to secure indebtedness that has been paid in full); (vi) it will maintain and preserve the lien of this Mortgage until the indebtedness secured hereby has been paid in full; (vii) it has good right and lawful authority to mortgage and pledge the Mortgaged Premises, as provided in and by this Mortgage; and (viii) it will forever warrant and defend the same against any and all claims and demands whatever, except as are specifically set forth in this Mortgage.

ARTICLE I

COVENANTS OF MORTGAGOR

To protect the security of this Mortgage, Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor will pay the indebtedness as in the Note provided, and Mortgagor will continue to be liable for the payment of said indebtedness until it has been paid in full, notwithstanding any actions of partial foreclosures which may be brought by Mortgagee to recover any amount or amounts for installments of principal or of interest to which it may be lawfully entitled in respect of any of the Loans or to recover any amount or amounts in respect of taxes, assessments, water rents, sewer rents or other public charges, or fire or other insurance premiums to which it may be lawfully entitled under this Mortgage.

2. Mortgagor (a) will perform, or cause to be performed, all the covenants, agreements, terms and conditions to be performed by Mortgagor (i) as tenant under the Ground Lease and landlord under the Lease and (ii) as the Trust under the Loan Agreement, the Security Agreement described in the Loan Agreement and the Assignment and Security Agreement in accordance with the respective terms thereof; (b) will not cancel, surrender, materially modify or amend, or permit the cancellation, surrender, material modification or amendment of the Ground Lease or Lease or any of the covenants, agreements, terms or conditions, contained in them without the prior consent of Mortgagee; and (c) will keep Mortgagee indemnified against all actions, proceedings, costs (including, without limitation, Mortgagee's counsel fees and disbursements), claims and damages incurred or sustained by Mortgagee in respect of the nonobservance or nonperformance of any of the said covenants, agreements, terms or conditions contained herein, in the Ground Lease or Lease and in the Assignment and Security Agreement or any of them. If no Event of Default has occurred Mortgagor may terminate the Lease pursuant to the terms thereof and evict