

TO HAVE AND TO HOLD all and singular the said leasehold interests unto the Mortgagee, its successors and assigns, forever.

Mortgagor warrants that Mortgagor has a good and valid leasehold interest to the Premises, and is lawfully possessed of the leasehold interests and the Premises and every part thereof, and has the right to convey said leasehold interests subject only to such consents as may be required under said leases described on Schedule A; that the leasehold interests and Premises are unencumbered except as may be herein expressly provided on Schedule B and that Mortgagor will forever warrant and defend the title to the leasehold interests and Premises unto Mortgagee against the claims of all persons whomsoever.

This instrument is made and intended to secure the payment of the indebtedness of Mortgagor to Mortgagee evidenced by the Note in accordance with the terms thereof, together with any and all indebtedness now owing or hereafter owing and incurred under said Note, including any renewal or renewals and extension or extensions thereof, or under this mortgage (all of which is collectively referred to herein as the "Secured Indebtedness").

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE AS FOLLOWS:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this mortgage provided.

2. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, or the underlying fee, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; and (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Paragraph 3 herein; and Mortgagor shall, simultaneously with the delivery of the information required under Paragraph 8 of this mortgage, deliver to Mortgagee receipts showing payment in full of all of the above items. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises, this instrument, or the Secured Indebtedness, or any interest of the Mortgagee in the Premises or the leasehold interests, or the obligations secured hereby, that is to be paid by Mortgagee, the Secured Indebtedness shall, at the option of Mortgagee, become immediately due and payable, and in the event payment thereof is not made forthwith, Mortgagee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the indebtedness.

0417

4328-W-2