

TO HAVE AND TO HOLD the above described property ("Mortgaged Property") unto Mortgagee, its successors and assigns, forever;

PROVIDED ALWAYS, that upon full payment of the Note secured hereby plus all accrued Interest, or extensions or renewals thereof, in whole or in part, and payment in full of Mortgagor's Liabilities (as hereinafter defined) and secured hereby, and Mortgagor faithfully and promptly having complied with and performed "Mortgagor's Obligations" (as hereinafter defined), then these presents shall be void.

AND THIS INDENTURE FURTHER WITNESSETH:

1. DEFINITIONS

1.1 Wherever used in this Mortgage, "Mortgagor's Liabilities" means any and all of the following: (i) the payment of any and all monies, including, but not limited to, the payment, when due or declared due, of the principal sum of the Note, together with the interest described in detail hereafter, now and/or hereafter owed or to become owing by Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of the Note; (ii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee under and/or pursuant to the terms and provisions of this Mortgage; and (iii) the payment of any and all other debts, claims, obligations, demands, monies, liabilities and/or indebtednesses (of any and every kind or nature) now and/or hereafter owing, arising, due or payable from Mortgagor to Mortgagee, provided that the maximum principal amount which may be secured hereby shall not exceed an amount equal to Ten Million Dollars (\$10,000,000) at any one time outstanding, plus interest thereon, as further provided in Paragraph 8.1 hereinbelow (hereinafter referred to as "Future Advances"), howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, and arising under and/or pursuant to the terms and provisions of any other agreements, security agreements, pledge agreements, instruments and/or documents now and/or hereafter executed and delivered by or for Mortgagor to Mortgagee pertaining to or arising out of the transaction contemplated hereby and by the Note, and together with all guarantees of any of the foregoing indebtedness and obligations (hereinafter collectively referred to as the "Other Agreements").

1.2 The term "Interest" as used herein includes interest on the unpaid principal balance thereof from time to time outstanding under the Note at the rate of (i) the per diem amount specified below for each day from and including the date the proceeds hereof are disbursed through and including November 30, 1983; (ii) eleven percent (11.00%) per annum from and including December 1, 1983 through November 30, 1987; (iii) twelve percent (12.00%) from and including December 1, 1987 through November 30, 1989; and (iv) twelve and one-half percent (12.50%) from and including December 1, 1989 through November 30, 1993; (v) thirteen percent (13.00%) per annum from and including December 1, 1993 and thereafter ("Basic Interest") until the principal balance hereof has been fully paid, payable as follows: (a) on the "Loan Disbursement Statement" (as hereinafter defined), One Thousand Seven Forty-Nine Dollars and Thirty-One Cents (\$1,749.31) per day ("per diem amount") from the date the proceeds of the indebtedness evidenced hereby are disbursed ("Loan Disbursement Date") through and including November 30, 1983; (b) interest only on the outstanding principal balance shall be due and payable in arrears in monthly