

charged of any and all encumbrances of any kind or nature whatsoever.

TO HAVE AND TO HOLD the Mortgaged Property hereby granted and other property, privileges, rights, interests and franchises hereby granted or conveyed, or intended so to be, unto the Agent, its successors and assigns, forever, in fee simple.

The Mortgagor hereby covenants with the Agent that the Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same, that it shall be lawful at any time hereafter for the Agent to peaceably and quietly enter upon, have, hold, and enjoy said property, and every part thereof; and that the Mortgagor hereby fully warrants unto the Agent the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

It is the condition of this Mortgage that if the Company and the Mortgagor shall well and truly have paid the Obligations (as defined in paragraph 1 below), and shall have performed, complied with and abided by each and every of its stipulations, agreements, conditions and covenants contained and set forth in this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void, and the Agent will in such event, at the request of the Mortgagor, execute a satisfaction of this Mortgage.

The Mortgagor does hereby covenant, warrant and agree:

1. Security for Obligations. This Mortgage secures the payment of (i) all obligations of the Company now or hereafter existing under the Credit Agreement (including, without limitation, obligations for interest deferred on May 1, August 1 and November 1, 1982 represented by the Interest Notes (as such term is defined in the Credit Agreement) and obligations for interest deferred on August 1, 1983 and November 1, 1983, represented by the 1983 Interest Notes, (as such term is defined in the Credit Agreement)), (ii) all obligations of the Company now or hereafter existing in connection with the New Letters of Credit (hereinafter defined) and the Letters of Credit (hereinafter defined), (iii) all obligations of the Company now or hereafter existing under the Note Agreement and the Note (including, without limitation, obligations for interest deferred on June 1,