

September 1 and December 1, 1982, represented by the Interest Notes and obligations for interest deferred on September 1, 1983 and December 1, 1983, represented by the 1983 Interest Notes), (iv) all obligations of the Company now or hereafter existing under the Amendment Agreement (the "Amendment Agreement"), dated as of January 1, 1984, by and among the Company, the Guarantor, the Bank and Prudential, (v) all obligations of the Company to the Bank in respect of overdrafts on checking accounts maintained by the Company with the Bank, and (vi) all obligations of the Mortgagor now or hereafter existing under this Mortgage (all such obligations being herein called the "Obligations"); provided that the amount of Obligations secured by the Mortgaged Property shall be limited to the amount specified in Paragraph 20 hereof. As used herein (i) "New Letters of Credit" shall mean Letter of Credit No. CCD3-299-340936, dated February 4, 1983, Letter of Credit No. CCD3-299-321432, dated May 7, 1982 and Letter of Credit No. CCD3-299-321431, dated May 7, 1982, of the the Bank providing for aggregate drawings on the Bank thereunder of not in excess of \$250,000, \$60,000 and \$600,000 respectively, and any replacements thereof), and (ii) "Letters of Credit" shall mean Letter of Credit No. CCD3-399-321081, dated April 8, 1982, and Letter of Credit No. CCD2-399-220149, dated June 12, 1981, of the Bank and replacements thereof which provide for aggregate drawings from the Bank thereunder of not in excess of \$3,100,000.

2. Payment of Obligations. The Mortgagor will perform and comply with each and every of its obligations and agreements contained in the Credit Agreement, the Note Agreement, the Amendment Agreement, and the Note and existing in connection with the Letters of Credit and the New Letters of Credit.

3. Warranty. Except for title matters set forth in Exhibit A, the Mortgagor warrants (i) that it has good and valid title to all of the Mortgaged Property free and clear of any liens and encumbrances and no defaults, waivers or indulgences exist thereunder, except for imperfections of title, easements, liens, encumbrances, defaults, waivers and indulgences, if any, which in the aggregate do not materially interfere with the operation of the Mortgaged Property; (ii) that this Mortgage is a valid first mortgage lien upon the Mortgaged Property; and (iii) that there are no defenses or offsets to this Mortgage or to the indebtedness which it secures.