

(subject to the matters set forth in Schedule B) and the validity and priority of the lien of this Mortgage to the Mortgagee, its successors and assigns against all claims and demands whatsoever of any Person or Persons. There are no defenses or offsets to this Mortgage or to any of the Obligations.

- (b) To the best of the Mortgagor's knowledge and belief based upon the representations and warranties made by the Mortgagee to the Mortgagor in the contract of sale of even date herewith between the Mortgagor and the Mortgagee, the Mortgagor represents and warrants to the Mortgagee that: (i) the Building presently on the Premises is in full compliance with all applicable zoning codes, ordinances and regulations, and such compliance is based solely upon the Mortgagor's owning the Property and not upon title to or interest in any other property; and (ii) any Building hereafter constructed on the Premises shall be in compliance with all applicable zoning and building codes, ordinances and regulations and shall lie wholly within the boundaries of the Premises and shall be independent and self-contained operating units.

4. Additional Assurances. The Mortgagor shall execute, acknowledge and deliver to the Mortgagee any documents and instruments which the Mortgagee may reasonably request from time to time for the better assuring, conveying, assigning, transferring, confirming or perfecting the Mortgagee's security and rights under this Mortgage.

5. Impositions. The Mortgagor shall pay when due all taxes, assessments, fees and other public charges assessed against the Mortgagor, the Premises, or the rents, income or profits arising from the Premises or use thereof, or which constitute liens on