

d) Mortgaged Property and Other Property.

Mortgagor has good and marketable title in fee simple to the Mortgaged Property, free and clear of any liens, charges, encumbrances, security interest and adverse claims whatsoever except the Permitted Encumbrances.

e) Taxes.

Mortgagor has filed all Federal, state, county and municipal income and other tax returns required to have been filed by it and has paid all such taxes which have become due and mortgagor does not know of any basis for additional assessment in respect of such taxes.

f) Litigation.

There is not now pending against or affecting mortgagor, nor, to the knowledge of mortgagor, is there threatened, any action, suit or proceeding at law or in equity or by or before any administrative agency which if adversely determined would materially affect or impair mortgagor's financial condition or operation.

AFFIRMATIVE COVENANTS2. Affirmative Covenants.

Until the entire Indebtedness shall have been paid in full, mortgagor hereby covenants and agrees as follows:

a) Payment of Indebtedness.

That mortgagor will pay the principal and interest on and all other amounts, payments and premiums due under the Note, this Mortgage and Security Documents (the "Indebtedness"). For purposes of this Mortgage, the term "Indebtedness" shall not include the indebtedness under the Other Notes or the Other Mortgages as defined in Section 5(i)(b) hereof.

b) Appointment of Receiver.

That the holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

c) Estoppel.

That mortgagor within five (5) days upon request in person or within ten (10) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the Indebtedness.

d) Non-foreclosure Actions.

That if any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the debt secured thereby), to which action or proceeding mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees),

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