

and other sums payable or receivable thereunder whether payable as rents or as the purchase price for the Property or part thereof or otherwise, to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Company or any lessor is or may become entitled to do under the Lease, provided, however, that the assignment made herein shall not impair or diminish any obligation of the Company under the provisions of the Lease, nor shall any such obligation be imposed upon the Mortgagee.

To HAVE AND TO HOLD the Property unto the Mortgagee, its successors and assigns forever.

PROVIDED ALWAYS NEVERTHELESS THIS CONVEYANCE IS MADE to secure (a) the payment of the debt evidenced by the Note in the principal sum of \$1,524,278, together with interest and appurtenant charges thereon, (b) the payment of all additional debt which may from time to time be secured hereunder, in an aggregate principal amount not to exceed \$1,000,000, and (c) the performance and observance of all the covenants and obligations of the Company contained herein and in the Note. If the Company shall well and truly pay all such debt with any interest due thereon, and comply with such covenants and obligations according to the true intent and meaning of this instrument and of the Note, then this Mortgage shall cease and be void, and otherwise it shall remain in full force and authority.

ARTICLE I

PARTICULAR COVENANTS OF THE COMPANY

The Company hereby covenants and agrees as follows:

SECTION 1.01. The Company warrants that it has good and marketable title in fee simple absolute to and is lawfully seized and possessed of the Property, free and clear of all liens and encumbrances, except for Permitted Encumbrances (as defined in Section 4.01) and as hereinabove or in Schedule A and Schedule A-1 set forth. The Company has full power and lawful authority to mortgage and assign the Mortgaged Property to the Mortgagee in the manner and form herein done or