

part thereof.

PROVIDED ALWAYS, NEVERTHELESS, that if Mortgagor, its successors or assigns, shall pay, or cause to be paid unto Mortgagee, and shall perform or cause to be performed the obligations, then this mortgage and security agreement, the Note and the estate hereby granted shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue.

THIS MORTGAGE AND SECURITY AGREEMENT IS MADE, however, subject to the following covenants, conditions and agreements:

1. Mortgagor shall pay the indebtedness and all other sums secured hereby when and as they shall become due, whether in course or under any condition, covenant, or provision herein contained and shall fully perform all of the obligations whether now or hereafter arising.

2. Mortgagor holds or upon acquisition will hold and maintain lawful fee title to the premises and has and will retain the full right to convey and encumber it with the lien created hereby, which lien is and will remain subject only to those priorities and encumbrances specifically referred to in Exhibit A hereto.

3. Mortgagor shall pay, when due, all utility, water, sewerage and fire charges, and taxes, charges and assessments of every type or nature levied upon, assessed against or constituting in whole or in part a lien upon the premises or upon the Mortgage, the Note or the obligations, which is attributable to any of the obligations, whether such tax is measured by the principal or interest thereon or by Mortgagee's real estate mortgage investments, deposits or otherwise (except income taxes on Mortgagee's general income) whether under statutes now or hereafter