

1132-488

as determined by this instrument or impugning the priority of Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statements is declared to be for the protection of Mortgagee in the event any court or judge shall at any time hold with respect to (1) or (2) of this paragraph that notice of Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Uniform Commercial Code records.

AND Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. Mortgagor warrants that it is indefeasibly seized with the absolute and fee simple title to the Property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that this Mortgage is and shall remain a valid and enforceable first lien on the Property; that the Property is free and discharged from all liens, encumbrances and assignments of any kind, including taxes and assessments except those encumbrances listed on Schedule B attached hereto and made a part hereof; and the Mortgagor hereby fully warrants to Mortgagee the title to the Property and shall defend the same against the claims of all persons and parties whomsoever.

2. Mortgagor shall pay the Indebtedness in accordance with the terms of the Note and this Mortgage and shall perform, comply with and shall abide by each and every other of the stipulations, agreements, conditions and covenants contained and set forth in the Note, this Mortgage, that certain assignment of leases, rents and profits executed by Mortgagor to Mortgagee of even date herewith ("Assignment of Leases, Rents and Profits") and all other documents securing the Indebtedness.

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