

(f) the right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, forever,

PROVIDED, ALWAYS, and these presents are upon this express condition, if Mortgagor shall well and truly pay to Mortgagee the Debt secured hereby at the time and in the manner provided in the Note and in this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein and in the Note, then these presents and the estate hereby granted shall cease, determine and be void,

AND Mortgagor covenants and warrants with Mortgagee that:

1. Payment of Debt. Mortgagor will pay without offset the Debt at the time and in the manner provided for its payment in the Note and in this Mortgage.

2. Warranty of Title. Mortgagor warrants the title to the Premises, the Improvements and the Equipment subject to the state of facts shown in a certain Commitment for Title Insurance No. 9022 00127 dated June 10, 1976, issued by Pioneer National Title Insurance Company, as continued through and recertified on the date hereof.

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