

and parcel thereof, and all of the estate, right, title and interest, property, possession, claim and demand whatsoever, both in law and equity, of Mortgagor in and to the Premises, and every part thereof (which Premises, titles, interests, awards, Chattels, rent, income, benefits, easements, ways, rights, powers, liberties, privileges and utilities, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, profits, estate, property, possession, claims and demands, are hereinafter collectively referred to as the "Mortgaged Property");

ARTICLE I

And Mortgagor further covenants with Mortgagee as follows:

SECTION 1.01. Mortgagor warrants that it has a good and marketable title to an indefeasible fee estate in the portion of the Premises more particularly described in Schedule A-1 through A-11 and an indefeasible leasehold estate in the portion of the Premises described in Schedule A-12 subject to no lien, charge, or encumbrance except such as are set forth in certain title insurance commitments, of even date with the date of the recordation of this Mortgage, issued by Pioneer National Title Insurance Company and initialed by counsel for Mortgagor and Mortgagee; that it will own the Chattels free and clear of liens and claims; and that this Mortgage is and will remain a valid and enforceable first and prior lien on the Mortgaged Property subject only to the exceptions referred to above. Mortgagor has full power and lawful authority to convey the Mortgaged Property in the manner and form herein done or intended hereafter to be done and will preserve such title, and