

warrant and forever defend, all and singular, the said Premises unto the said Mortgagee, its successors and assigns, from and against itself and its successors and assigns.

AND IT IS AGREED, by and between the parties hereto, that all terms used herein without definition are as defined in the Loan Agreement.

AND IT IS AGREED, by and between the parties hereto, that the Mortgagor shall have the right at any time and from time to time to amend this Mortgage, as set forth herein, subject to the approval of the Assignee, for the purpose of effecting the release of and removal from this Mortgage (i) any unimproved part of the Land, as defined in the Loan Agreement (on which neither the Building nor any Equipment is situated, but upon which transportation or utility facilities may be situated) on which the Mortgagor or any subsidiary or affiliated corporation thereof then proposes to construct, or cause to be constructed, improvements under another and different loan agreement or (ii) any part (or interest in such part) of the Land with respect to which the Mortgagor proposes to grant an easement or convey fee title to a railroad, public utility, or public body in order that railroad, utility services, or roads may be provided for the Project; provided, that if, at the time any such amendment is made, any amount is outstanding and unpaid on the Note, there shall, within thirty (30) days after the delivery of such amendment or release, be deposited with the Assignee the following:

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