

2720

1. *Title to Mortgaged Properties, etc.* Each Mortgagor represents and warrants that on the date hereof it is the absolute owner of the legal and beneficial title to and is lawfully seized and possessed of the Mortgaged Properties described under its name in Schedule A attached hereto (subject as aforesaid), and that it has good right and lawful authority to mortgage the same as provided in this Mortgage. Each Mortgagor will at all times maintain the lien of this Mortgage as a valid direct lien on its Mortgaged Properties and every part thereof, subject only to such liens, charges and encumbrances as are permitted pursuant to the Agreements. Each Mortgagor further represents that Schedule B attached hereto correctly sets forth under its name the address of the office where it keeps its records concerning its Mortgaged Properties and agrees not to change such office.

2. *Recordation, etc.* Each Mortgagor at its expense will at all times cause this Mortgage and each mortgage supplemental hereto, to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places, and will pay all such registration, recording, filing or other taxes, fees and charges, and will comply with all such statutes and regulations, as may be required by law in order to establish, protect, perfect and preserve the lien of this Mortgage and the rights of Mortgagee and of the holders of the Notes. Promptly after the execution and delivery hereof and on each December 1 thereafter, each Mortgagor at its expense will furnish to Mortgagee an opinion, satisfactory in substance and form to Mortgagee, of counsel satisfactory to Mortgagee, stating that such Mortgagor has taken all action then or theretofore required by this section 2, setting forth the particulars of all such action not set forth in an opinion previously furnished pursuant to this section 2, and either specifying the particulars of all action required by this section 2 during the period from the date of such opinion to and including the next succeeding December 1 or stating that no such action is required.

3. *After-acquired Property.* All property acquired by any Mortgagor after the date hereof, which by the terms hereof is required or intended to be subjected to the lien of this Mortgage, shall, immediately upon the acquisition thereof and without further mortgage, conveyance or assignment, become subject to the lien of this Mortgage as fully as though now owned by such Mortgagor and specifically described herein. Nevertheless, each Mortgagor will do all such further acts and execute, acknowledge and deliver all such further conveyances, mortgages, financing statements and assurances as Mortgagee shall reasonably require for accomplishing the purposes of this Mortgage and as may be required pursuant to section 2.

4. *Alterations and Additions.* Unless and until a Default shall have occurred and be continuing, Mortgagors at their expense may from time to time make reasonable alterations of and additions to the Mortgaged Properties or any part thereof *provided* that any such alteration or addition shall not impair the usefulness of the Mortgaged Properties, shall be effected with due diligence in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements and shall be promptly and fully paid for so that the Mortgaged Properties shall at all times be free of liens for labor and material supplied or claimed to have been supplied, other than any lien or right thereto under a contract pursuant to which payment is not yet due. All alterations of and additions to the Mortgaged Properties shall immediately become subject to the lien of this Mortgage without further action on the part of any Mortgagor or Mortgagee.

5. *Sale of Mortgaged Properties.* No Mortgagor shall sell or otherwise dispose of any of the Mortgaged Properties without the prior written consent of the Mortgagee, *provided* that unless and until a Default shall have occurred and be continuing the Mortgagee shall give such consent upon receipt of a certificate of an authorized officer of the appropriate Mortgagor to the effect that the Mortgaged Property or Properties owned by it identified therein are being sold in compliance with the restrictions on sales of assets contained in the Agreements (such certificate to contain computations demonstrating in reasonable detail compliance with such restrictions) and in connection with such consent the Mortgagee shall also execute and deliver, at the expense of the Mortgagor in question, proper instruments of release in respect of the Mortgaged Property or Properties being so sold, *provided further* that if the net cash proceeds from such sale, together with the net cash proceeds of any similar sales then proposed to be made, shall exceed \$100,000, appropriate arrangements shall be made (by escrow or similar special account) to assure that

4328 RV. 27