

of \$20,000,000 bearing interest at the rate specified in the Note which evidences the term loan (the "Loan") in said amount being made by the Mortgagee to the Mortgagor made pursuant to the terms of a Revolving Credit and Term Loan Agreement between Mortgagor and Mortgagee dated as of April 15, 1982 (the "Loan Agreement") (all of the foregoing indebtedness is hereinafter collectively referred to as the "Indebtedness"), all of which Indebtedness is due and payable on or before December 31, 1987; and

(ii) the prompt payment of all other sums secured by this mortgage as provided herein or due pursuant to the Loan Agreement.

PROVIDED THAT, this mortgage shall stand as security with respect to the Indebtedness as aforesaid only up to a maximum principal amount of \$632,000.00 but provided further, however, that (a) this mortgage shall stand as security with respect to the entire amount of the Indebtedness and all parts thereof as aforesaid up to said maximum principal amount until the entire amount of such Indebtedness is paid in full and (b) that payments made on account of the Indebtedness, or any portion thereof, and whether in due course, as prepayments or otherwise, shall not reduce the maximum principal amount for which this mortgage stands as security with respect to the Indebtedness as aforesaid until the outstanding amount of the Indebtedness shall have been reduced to said maximum principal amount.

Mortgagor further covenants and agrees as follows:

1. Mortgagor shall pay all principal, interest and all other sums of money comprising the Indebtedness secured by this mortgage and Mortgagor shall pay all other sums payable under this mortgage when due, whether in due course or under any covenant or stipulation of this mortgage, all without deduction or credit for taxes or other similar charges paid by Mortgagor.
2. Mortgagor shall pay and discharge as and when the same become due and payable all taxes, sewer rents, water charges, assessments and other governmental charges (except income taxes of Mortgagee) that may accrue, be levied, or assessed upon the premises or any part thereof or the Building Equipment, or which may be or become a lien

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