

(d) All proceeds of the property and interests described in Subsections (a) through (c) hereof, and including proceeds of property included in the Facilities and proceeds of insurance and condemnation, if any, insuring or accruing to Company from or in connection with the Facilities, and any portions thereof; and

(e) All interests, if any, of Company in such monies as are from time to time on deposit in the Funds and Accounts and any special trust accounts, as the same are defined and established under the Indenture and as provided under and/or pursuant to the Agreement and the Credit Agreement, including all proceeds, securities and other permitted investments thereof;

all of the above and foregoing properties and/or rights and interests being hereinafter referred to collectively as the "Encumbered Assets";

(2) Secured Indebtedness: All and singular the Encumbered Assets shall be had and held:

(a) FIRST unto the Issuer and Trustee, for the equal benefit of the owners of the Bonds, to secure the performance of the covenants and agreements herein, in the Agreement and Indenture contained and as security for the payment of:

(i) Company's certain Mortgage Note in the original principal amount of Six Million Two Hundred Thousand Dollars (\$6,200,000), dated August 28, 1984, together with interest as therein provided and any and all extensions, renewals, substitutions, modifications and/or changes in form thereof;

(ii) Any and all such other sums which Company shall be obligated to pay upon, under or by reason of the Agreement, the Mortgage Note and/or this Mortgage, as provided herein and therein, including without limitation the Payments, as defined in the Agreement, and all such other sums as Company may become obligated to pay under the Agreement and this Mortgage;