

estate described herein, and it is intended that, as to those goods, this Mortgage and Security Agreement shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Mortgagee, as Secured Party, or the Corporation, as Debtor, at the address first shown above.

Everything referred to in paragraphs (A), (B), (C), (D), (E), and (F) hereof and any additional property hereafter acquired by Corporation or Lessor and subject to the lien of this Mortgage or intended to be so is herein referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use and benefit forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that if Corporation shall promptly pay or cause to be paid to Mortgagee the principal and interest payable under the Bonds, at the times and in the manner stipulated therein, herein, and in all other instruments securing the Bonds, all without any deduction or credit for taxes or other similar charges paid by Corporation, and shall keep, perform and observe all the covenants and promises in the Loan Agreement, and any renewal, extension or modification thereof, and in this Mortgage and in all other instruments securing the Bonds, to be kept, performed or observed by Corporation, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

Corporation and Lessor covenant and agree with Mortgagee as follows:

ARTICLE ONE

COVENANTS

1.01. Performance of Bonds, Mortgage, etc.  
Corporation shall perform, observe and comply with all provisions hereof, of the Bonds and the Note (insofar as its compliance is required) and of every other instrument securing the Bonds and the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Corporation under the Bonds and the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Bonds when payment shall become due, all without deduction or credit for taxes or other similar charges paid by Corporation.

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