

Mortgagor covenants and agrees with Mortgagee as follows:

ARTICLE ONE

COVENANTS OF MORTGAGOR

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

1.02 TO HAVE AND TO HOLD the lease and renewals and extensions thereof and the estate of the lessee thereunder, in the described premises, unto the Mortgagee and the successors and assigns of the Mortgagee for and during the remainder of the unexpired term thereunder and in any renewals or extensions thereof, subject, however, to the rents, covenants, conditions and provisions in said lease.

The Mortgagor covenants that it is seized with a valid leasehold interest in the property; that it has good right and is lawfully authorized to sell, convey or incumber the aforementioned leasehold interest. The Mortgagor further covenants to warrant and forever defend all and singular its leasehold interest in the property unto Mortgagee and the successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever claiming the same or any part thereof.

1.03 Zoning and Environmental Laws Mortgagor covenants and warrants that all applicable zoning laws, ordinances and regulations affecting the land permit the use and occupancy of the Improvements and further covenants and warrants to comply with all environmental and ecological laws, ordinances and regulations affecting the Mortgaged Property.

1.04 Taxes and Liens

(a) Mortgagor shall pay or bond promptly, when and as due, and shall promptly exhibit to Mortgagee receipts for the payment of all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of Mortgagee in the Mortgaged Property, as well as income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality, borough, or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage before they become delinquent and before any interest attaches or any penalty is incurred.

(b) Mortgagor shall not permit or suffer more than ten (10) days any mechanic's, laborer's, materialmen's, statutory or other lien upon any of the Mortgaged Property.

(c) Mortgagor shall not claim, demand or be entitled to receive any credit or credits on the principal or interest payable under the terms of the Note or on any other sums secured hereby, for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof as are applicable to the indebtedness secured hereby or to Mortgagee's interest in the Mortgaged Property. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Note, this Mortgage or any other instrument securing the note.

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