

the Note, which Note is identified as being secured hereby by notation therein; and further to secure due and faithful performance by the Mortgagor of each and all of the Mortgagor's covenants, undertakings, and obligations provided in the Term Loan Agreement of even date herewith between the Mortgagor and the Mortgagee, more fully described in the Note. Said Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

To the extent that the perfection of the interest of the security rights of the Mortgagee under this Mortgage is, or shall be or become, subject to the Uniform Commercial Code of any jurisdiction, this Mortgage shall constitute a security agreement within the meaning of such Uniform Commercial Code, with the Mortgagor as debtor and the Mortgagee as the secured party, in each case with a mailing address as hereinbefore set forth. The Mortgagee shall have and may exercise any and all rights and remedies of a secured party under such Uniform Commercial Code.

TO HAVE AND TO HOLD THE SAME unto the Mortgagee, forever, and the Mortgagor hereby covenants with the Mortgagee, that the Mortgagor will forever warrant and defend the title to the said Mortgaged Property against all lawful claims whatsoever.

THE MORTGAGOR COVENANTS WITH THE MORTGAGEE:

1. That the Mortgagor will punctually pay to the Mortgagee or to any holder, from time to time, of the Note, the principal, interest, additional interest, premium or penalties, if any, and all other sums to become due in respect of the Note in accordance with the terms hereof and of the Note;