

all of which shall be deemed to be a portion of the security for the Indebtedness herein mentioned and secured by this Mortgage, and collectively with the City Property and the City Lease being called the "City Project"; and

TO HAVE AND TO HOLD, all and singular the said Premises, the City Project, and all of Mortgagor's right, title, interest, claim, leasehold estate and demand in and to the Premises and the City Project unto the Mortgagee, its successors and assigns forever.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor with Fee Owner is indefeasibly seized of a good and marketable fee simple title to said Premises and that Mortgagor is the owner of the entire Lessee's interest under the City Lease, in and to the City Property, and of the City Project, and that Mortgagor and Fee Owner have good and lawful authority to mortgage said Premises, and Mortgagor has good and lawful authority to mortgage the City Project, that the Mortgagor hereby warrants the title to said Premises and City Project and will defend the same against the lawful claims of all persons whomsoever, and that said Premises and City Project are free and clear of all encumbrances except such encumbrances and matters as are described in Exhibit "C" attached hereto and by reference made a part hereof, and Fee Owner warrants the title to the Premises against the claims of all persons whomsoever and warrants that said Premises are free and clear of all encumbrances except such encumbrances and matters as are described in Exhibit "C" attached hereto and by reference made a part hereof;

PROVIDED ALWAYS, that if said Mortgagor shall pay unto said Mortgagee:

(a) The debt evidenced by that certain promissory Note of even date herewith made by the Mortgagor in favor of the Mortgagee in the principal amount of SIXTEEN MILLION (\$16,000,000.00)

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