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WHEREAS, the Mortgagor agrees to repay the said loan in accordance with the terms and provisions of the Note and Loan Agreement; and

WHEREAS, the Mortgagor is now minded to secure its obligations under the Loan Agreement by giving the Mortgagee this mortgage and security agreement, dated as of December 1, 1981 (the Mortgage), which constitutes a first lien and perfected security interest upon the Project, financed with the proceeds of the Note, and upon the manufacturing plant of which the Project is a part, subject only to Permitted Encumbrances, as defined in the Loan Agreement; and

WHEREAS, the Mortgagee, in order to secure the payment of the Note has assigned all of its right, title, and interest under the Loan Agreement, including the right to receive revenues and receipts thereunder, to Mellon Bank, N.A., Pittsburgh, Pennsylvania, the holder of the Note, its successors and assigns (the Assignee), and proposes to assign this Mortgage to the Assignee in order to secure the repayment of the Note; and

WHEREAS, defined terms in the Loan Agreement where used herein have the same meanings as in the Loan Agreement, unless the context clearly indicates otherwise,

NOW, KNOW ALL MEN, that the Mortgagor, in consideration of the said debt and sum of money aforesaid, and for better securing the payment thereof to the Mortgagee, according to the conditions of the Note and Loan Agreement, which, with all of their provisions are hereby made a part hereof; and also in consideration of the sum of THREE and no/100 (\$3.00) DOLLARS to the Mortgagor in hand well and

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