

to mortgage the Property and (iii) the Property is free of all liens, encumbrances and other defects of title except as set forth in Schedule B annexed hereto and made a part hereof. The Mortgagor does hereby and shall forever warrant and warrant generally and defend its title to and interest in the Property (subject to the matters set forth in Schedule B) and the validity and priority of the lien of this Mortgage, to the Mortgagee, its successors and assigns, against all claims and demands whatsoever of any Person or Persons. There are no defenses or offsets to this Mortgage or to any of the Obligations.

(b) To the best of the Mortgagor's knowledge and belief, the Mortgagor represents and warrants to the Mortgagee that (i) the Building presently on the Premises is in full compliance with all applicable zoning codes, ordinances and regulations, and such compliance is based solely upon the Mortgagor's owning the Property and not upon title to or interest in any other property, and (ii) any Building hereafter constructed on the Premises shall be in compliance with all applicable zoning and building codes, ordinances and regulations and shall lie wholly within the boundaries of the Premises and shall be independent and self-contained operating units.

(c) The Mortgagor shall execute, acknowledge and deliver to the Mortgagee any documents and instruments which the Mortgagee may reasonably request from time to time