

enjoyment of all or any portion of the subject property.

s. Security Agreement. The Security Agreement, contained in this Mortgage, wherein and whereby Grantor grants a security interest in the personalty and the fixtures to Mortgagee.

t. Security Documents. This Mortgage, the Assignment, the Security Agreement and any and all other documents, now or hereafter securing the payment of the indebtedness or the observance or performance of the obligations, including the Mortgage Loan Commitment dated \_\_\_\_\_. The terms of said commitment are incorporated herein by reference and shall be deemed to be as binding as if fully set forth herein. The terms of the commitment shall govern any conflict between said terms and the terms of any other Security Documents.

u. Subject Property. The land and the buildings and the fixtures and the personalty together with:

(1) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the land or the buildings belonging or in anywise appertaining thereto and all right, title and interest of Grantor in and to any streets, ways, alleys, strips or gores of land adjoining the land or any part thereof; and

(2) all the estate, right, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in and to the land the buildings and the fixtures and the personalty.

#### ARTICLE 2

2.1 Grant. Grantor, in consideration of One Dollar (\$1.00) paid to it by Mortgagee, receipt of which is hereby acknowledged, and to secure the payment of the indebtedness and the performance and discharge of the obligations, by these presents does hereby mortgage, grant and convey unto Mortgagee the land described in Schedule A, the buildings and the awards, subject, however, only to the permitted encumbrances, to have and to hold the subject property unto Mortgagee, its successors and assigns, forever.

2.2 Condition of Grant. This conveyance is made upon this special trust that if Grantor shall pay or cause to be paid the indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the obligations, then this conveyance and the Security Documents and the estates and rights granted by them shall be void, otherwise to remain in full force and effect.

2.3 Warranties. Grantor warrants and covenants to Mortgagee that Grantor is the sole owner of the subject property in fee simple absolute; that it has the right and authority to make this conveyance; that the subject property is free and clear of all liens, tenancies, restrictions, conditions and encumbrances whatsoever, except the permitted encumbrances; and that Grantor will warrant and defend the title to the subject property against the claims of all persons whomsoever, subject only to the permitted encumbrances.