

AND, the Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Mortgagor shall pay or cause to be paid the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Notes or any other promissory note or notes at any time hereafter issued to evidence the Mortgage Indebtedness, (b) this Mortgage, (c) any and all other Loan Documents, all in the manner herein or therein set forth.

2. Covenants of Title. The Mortgagor has good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey the same; the mortgaged premises are free and clear of easements, restrictions, liens, leases and encumbrances, except those easements, restrictions, liens, leases and encumbrances to which this Mortgage is expressly subject, whether presently existing or which may hereafter be created in accordance with the terms hereof; and the Mortgagor will warrant and defend the mortgaged premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to enforce any of the rights of the Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate proceedings for such purposes.

3. Funds for Taxes, Insurance and Other Charges. Subject to applicable law or to a written waiver by Mortgagee, Mortgagor shall pay to Mortgagee on the day monthly installments of principal or interest are payable under the Note (or on another day designated in writing by Mortgagee), until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of (a) taxes and assessments which may be levied on the mortgaged premises, (b) the yearly ground rents, if any, (c) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the mortgaged premises as Mortgagee may require pursuant to paragraph 6 hereof, (d) the yearly premium installments for mortgage insurance, if any, and (e) if this mortgage is on a leasehold, the yearly fixed rents, if any, under the ground lease, all as reasonably estimated initially and from time to time by Mortgagee on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Mortgagee of a requirement that Mortgagor pay such Funds may be revoked by Mortgagee, in Mortgagee's sole