

the same in fee simple by way of this Mortgage; that, except for the Permitted Exceptions, the same is free and clear of all recorded liens, charges and encumbrances whatsoever and that the Mortgagor shall warrant and forever defend the title thereto against the claims of all persons whomsoever.

(o) Zoning and Private Covenants. The Mortgagor shall not hereafter initiate, join in, or consent to any zoning, subdivision, planning or similar ordinance or classification, any private restrictive covenant or any other public or private restriction limiting or redefining the existing uses of the Mortgaged Property or any part thereof, without the prior written consent of the Mortgagee in each case. If, under applicable zoning, subdivision and similar ordinances and classifications, the use of all or any part of the Mortgaged Property is or becomes a nonconforming use, the Mortgagor shall not by its acts or omissions cause or permit such use to be discontinued or abandoned without the prior written consent of the Mortgagee.

ARTICLE 4

Rights of Performance

Section 4.1 Mortgagee's Rights to Perform. If the Mortgagor shall fail to make any payment or perform or observe any act required to be made, performed or observed under any of the Loan Documents, within the applicable grace or notice

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