

described on Schedule "A" attached hereto and made a part hereof (hereinafter called the "Permitted Exceptions"), the title to all the Mortgaged Property is clear, free and unencumbered; Mortgagor shall forever warrant and defend the same unto Mortgagee, its successors and assigns, against all claims whatsoever.

MORTGAGOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

SECTION 2. OBLIGATION SECURED

This Mortgage is given for the purpose of securing, in such order of priority as Mortgagee may elect, subject to the terms of the Intercreditor Agreement:

2.1 Payment of the sum of SEVENTY-FIVE MILLION AND NO/100 DOLLARS (\$75,000,000.00) with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees, according to the terms of six Notes dated of even date herewith, each made by Borrower payable to the order of one of the Lenders and each having a maturity date of December 31, 1994, and all extensions, modifications, renewals or replacements thereof;

2.2 Payment, performance and observance by Borrower of each agreement, term, provision and condition contained in the Loan Agreement and in all "Loan Documents", defined therein, and of all moneys expended or advanced by Lenders' Agent or Lenders pursuant to the terms thereof or to preserve any right of Lenders' Agent or Lenders thereunder;

2.3 Payment of the sum of THREE HUNDRED EIGHT-FIVE MILLION AND NO/100 DOLLARS (\$385,000,000.00) according to the terms of thirteen Notes of even date herewith, each made by Borrower payable to the order of one of the Banks and each having a maturity date of September 30, 1993, evidencing a revolving credit, all or any part of which may be advanced to Mortgagor, repaid by Mortgagor and readvanced to Mortgagor, from time to time, subject to the terms and conditions thereof and of the Bank Credit Agreement, provided that the principal balance outstanding which is at any time secured hereby shall not exceed the sum set forth above in this Paragraph 2.3, with interest thereon, extension and other fees, late charges, prepayment premiums and attorneys' fees, and all extensions, modifications, renewals or replacements thereof;

2.4 Payment, performance and observance by Borrower of each agreement, term, provision and condition contained in the Bank Credit Agreement and in all "Credit Documents," defined therein, and of all moneys expended or advanced by Banks' Agent or Banks pursuant to the terms thereof or to preserve any right of Banks' Agent or Banks thereunder;

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