

to be deemed and held to be a part of and affixed to the real property. The foregoing-described real and personal property, and interests in real and personal property are hereinafter collectively called the "Mortgaged Property."

This is made to secure and enforce the following described indebtedness, obligations and liabilities (herein called the "indebtedness secured hereby"):

(i) Payment of a certain Promissory Note in the principal sum of \$3,000,000.00 of even date herewith, executed by Mortgagor, payable to the order of Mortgagee, bearing interest as provided in said note, payable on or before Dec. 20, 1989; and any and all renewals, extensions, modifications, substitutions or increases of said note (hereinafter called the "Note"), or any part thereof;

(ii) Payment of all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or for any other purpose; and

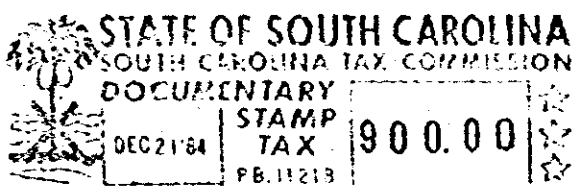
(iii) Payment of all other indebtedness of whatever kind or character, owing or which may hereafter become owing by Mortgagor or any related entity owned or controlled by Mortgagor, to Mortgagee, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise, it being contemplated that Mortgagor may hereafter become indebted to Mortgagee in further sum or sums.

All indebtedness secured hereby shall be payable to Mortgagee at the Mortgagee's address specified above, or at such other address as may be designated by Mortgagee from time to time; and, unless otherwise provided in the instrument evidencing or creating such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If any indebtedness secured hereby shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to the Mortgagee to mature same, Mortgagor agrees to pay Mortgagee's reasonable attorneys' and collection fees, whether suit be brought or not, and such fees shall be a part of the indebtedness secured hereby. This Mortgage shall also secure all renewals, extensions, modifications, substitutions and increases of any of the indebtedness secured hereby.

Better to secure payment of such indebtedness, Mortgagor does hereby covenant, warrant and represent to and agree with Mortgagee as follows:

(1) Payment and Performance. Mortgagor will pay all of the indebtedness secured hereby, together with the interest thereon, when the same shall become due, in accordance with the terms of the Note or any other instrument evidencing, securing or pertaining to such indebtedness or evidencing any renewal or extension or modification or increase of such indebtedness, or any part thereof, and further, Mortgagor shall punctually and properly perform all of Mortgagor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with or related

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