

any award in eminent domain proceedings for a taking or for loss of value, shall never be construed as in anywise altering any of the rights of the Mortgagee as determined by this instrument or impugning the priority of the Mortgagee's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of the Mortgagee in the event any court or judge shall at any time hold with respect to (1) or (2) of this paragraph that notice of the Mortgagee's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivision or entity of the federal government, must be filed in the Commercial Code records.

AND the Mortgagor hereby covenants and agrees with the Mortgagee as follows:

1. The Mortgagor warrants that it is indefeasibly seized with the absolute and fee simple title to the Mortgaged Property, and has full power and lawful authority to sell, convey, transfer and mortgage the same; that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property; that the Property is free and discharged from all liens, encumbrances and assignments of any kind, including taxes and assessments; and the Mortgagor hereby fully warrants to the Mortgagee the title to the Mortgaged Property and will defend the same against the claims of all persons and parties whomsoever.

2. The Mortgagor will perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained and set forth in the Note and this Mortgage, and will pay the indebtedness secured

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