

under or under the other Loan Documents, then the Obligations shall become due and payable at the option of the Mortgagee.

2. Payment and Performance of Obligations. The Mortgagor shall pay and perform the Obligations when due in accordance with the provisions of the Loan Documents.

3. Title to Property, etc. (a) The Mortgagor represents and warrants that (i) it has an indefeasible estate in fee simple in the Premises, the Building and the Building Equipment, (ii) it has the good and unrestricted right, full power and lawful authority to mortgage the Property and (iii) the Property is free of all liens, encumbrances and other defects of title except as set forth in Schedule B annexed hereto and made a part hereof. The Mortgagor does hereby and shall forever warrant and warrant generally and defend its title to and interest in the Property (subject to the matters set forth in Schedule B) and the validity and priority of the lien of this Mortgage, to the Mortgagee, its successors and assigns, against all claims and demands whatsoever of any Person or Persons. There are no defenses or offsets to this Mortgage or to any of the Obligations.

(b) The Mortgagor represents and warrants to the Mortgagee that (i) the Building presently on the Premises is in full compliance with all applicable zoning codes, ordinances and regulations, and such compliance is based solely upon the Mortgagor's owning the Property and not upon title to or interest in any other property, and (ii) any Building