

ARTICLE VI

PROVISIONS RELATING TO  
MORTGAGE AND SECURITY AGREEMENT

SECTION 6.01. Warranty; Identification of Project.

(a) The Corporation warrants to the Issuer and the Lender that the Corporation has good and marketable fee simple title to the land described in Exhibit A hereto and has, or will have upon requisition of payment therefor from the Construction Fund, good and marketable fee simple title to the entire Project and the personal property described on Exhibit B subject only to Permitted Encumbrances. This Agreement creates a first mortgage lien upon the real property and improvements thereto described on Exhibit A, and a first security interest in the personal property described on Exhibit B subject only to Permitted Encumbrances. The Corporation will not create, permit to be created or suffer to exist any encumbrance upon the Project or any portion thereof, other than Permitted Encumbrances, and will promptly discharge any encumbrance other than Permitted Encumbrances which may be found to exist. The Corporation covenants that it will defend its title to the Project and any portion thereof and defend the mortgage and security interest created by this Agreement against all claims or demands of any person whomsoever claiming or to claim the same.

(b) The Corporation agrees to maintain such records with respect to the Project as will permit the ready identification thereof. The Corporation shall furnish the Lender with such information with respect to the Project promptly upon request by the Lender and shall supply the Lender with a copy of the records maintained by it hereunder upon request.

SECTION 6.02. Title Insurance. The Corporation agrees to obtain title insurance for the benefit of the Issuer and its assigns, including the Lender, in the amount of \$3,000,000 covering all that portion of the Project which would pass without enumeration thereof with title to the land included therein. Said title insurance shall insure the priority of the mortgage and security interest created by this Agreement subject only to Permitted Encumbrances and any requirement with respect to refiling of financing statements under the Uniform Commercial Code. The proceeds of such title insurance shall be used to prepay amounts due hereunder or to remedy the defect in title giving rise thereto.

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