

in the aggregate principal amount of \$11,500,000 bearing interest at the rate specified in the Loan Agreement and the Note which evidence the loans (collectively the "Loan") in said amounts being made by Mortgagees to Mortgagor (all of which indebtedness together with any and all renewals or extensions of said indebtedness is collectively referred to herein as the "Indebtedness"); and

(ii) Mortgagor's performance of and compliance with all of the terms, covenants and warranties contained herein and Mortgagor's performance of and compliance with all of the terms, covenants and warranties contained in the Loan Agreement and Mortgagor's performance of and compliance with all of the terms, covenants and conditions contained in any other instrument or documents executed in connection with the Loan; and

(iii) the prompt payment of all other sums secured by this Mortgage as provided herein;

PROVIDED THAT, this Mortgage shall stand as security with respect to the Indebtedness as aforesaid only up to a maximum principal amount of \$150,000.00, but provided further, however, that (a) this Mortgage shall stand as security with respect to the entire amount of the Indebtedness and all parts thereof as aforesaid up to said maximum principal amount until the entire amount of such Indebtedness is paid in full and (b) that payments made on account of the Indebtedness, or any portion thereof, and whether in due course, as prepayments or otherwise, shall not reduce the maximum principal amount for which this Mortgage stands as security with respect to the Indebtedness as aforesaid until the outstanding amount of the Indebtedness and the amounts available under the Commitment shall have been reduced to said maximum principal amount.

Mortgagor further covenants and agrees as follows:

1. Mortgagor shall pay all principal, interest and all other sums of money comprising the Indebtedness secured by this Mortgage and Mortgagor shall pay all other sums payable under this Mortgage when due, whether in due course or under any covenant or stipulation of this Mortgage, all without deduction or credit for taxes or other similar charges paid by Mortgagor.