

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

2. Mortgagor shall pay the Indebtedness in accordance with the terms of the Note and this Mortgage and shall perform, comply with and abide by each and every other of the stipulations, agreements, conditions and covenants contained and set forth in the Note, this Mortgage and the Assignment of Leases, Rents and Profits and all other documents securing the Indebtedness.

3. Mortgagor shall commit or suffer no waste upon the Property at any time; shall comply with, or cause to be complied with, all statutes, regulations, ordinances and requirements of any governmental or other authority relating to the Property; shall comply at all times with covenants and restrictions in any manner affecting said Property; shall do or permit to be done to the Property nothing that will materially alter or change the use and character thereof nor use or permit the Property or any part thereof to be used for an illegal purpose; shall repair and rebuild any part of the Property damaged; shall do nothing in any way to impair or weaken the security of this Mortgage; and Mortgagor shall do all other acts which by reason of the character or use of the Property may be reasonably necessary to