

well and truly abide by and comply with each and every term, covenant and condition set forth herein and in the Loan Documents, then these presents and the estate hereby granted, shall cease, determine and be void.

AND THE MORTGAGOR COVENANTS, REPRESENTS AND WARRANTIES TO AND WITH THE MORTGAGEE AS FOLLOWS:

1. Indebtedness Secured. This Mortgage has been given and is intended to secure the full and prompt payment and performance of the Obligations and any renewal, extension, modification or replacement of any of the Obligations. This Mortgage shall remain in full force and effect with respect to all of the Property until all the Obligations shall have been paid and performed in full. If there shall be any default or event of default on the part of the Mortgagor hereunder or under the other Loan Documents beyond the applicable grace period, if any, 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) subject to this Mortgage and all existing easements, restrictions and covenants of record, 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

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