

AND, the Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Mortgagor shall pay or cause to be paid the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Notes or any other promissory note or notes at any time hereafter issued to evidence the Mortgage Indebtedness, (b) this Mortgage, (c) the Agreement and (d) any and all other Loan Documents, all in the manner herein or therein set forth.

2. Covenants of Title. The Mortgagor has good and indefeasible title to the entire mortgaged premises in fee simple and with good right and full power to sell, mortgage and convey the same; the mortgaged premises are free and clear of easements, restrictions, liens, leases and encumbrances, except those easements, restrictions, liens, leases and encumbrances to which this Mortgage is expressly subject, whether presently existing or which may hereafter be created in accordance with the terms hereof; and the Mortgagor will warrant and defend the mortgaged premises against all lawful claims and demands whatsoever. The Mortgagee shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to enforce any of the rights of the Mortgagee hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate proceedings for such purposes. *except as to the first parcel described in Annex A which is a leasehold estate.

3. Payment of Taxes, Assessments and Charges. The Mortgagor shall pay, when due, and before any interest, collection fees or penalties shall accrue, all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the mortgaged premises or any part thereof, except such as may in good faith be diligently contested by Mortgagor, provided that provision is made to the satisfaction of the Mortgagee for the eventual payment thereof in the event it is found that such are payable by the Mortgagor. Should the Mortgagor fail to pay such taxes, special assessments, water and sewer charges or other governmental charges or impositions, the Mortgagee may, at its option, pay the same for the account of the Mortgagor.

4. Payment of Other Obligations. Except as is otherwise provided under the Agreement, the Mortgagor shall also pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the mortgaged premises for any repairs or improvements that are now completed or are in