

And Mortgagor hereby warrants and covenants that, subject to that certain lease dated as of December 12, 1958 (the "lease"), from Mortgagor, as lessor, to D-X, as Lessee, and to certain exceptions which will not materially interfere with the use or enjoyment of the Premises, he is seized of the real property in fee simple and has a good right to sell and convey the same, that, except as above stated, the Premises are free from all encumbrances (other than certain mortgages, deeds of trust and/or construction liens which Mortgagor will cause to be released) and that Mortgagor and Mortgagor's heirs, executors, administrators and assigns will forever defend or cause to be defended the same unto Mortgagee and its successors and assigns against the claims of all persons whomsoever except as otherwise provided above.

This Mortgage is made, however, subject to the following covenants, conditions and agreements:

1. Mortgagor agrees to pay the principal of and interest on the indebtedness evidenced by the above mentioned note, at the times and in the manner provided for in said note, but only from the security mentioned therein as therein provided, the moneys evidenced by said note having been used by Mortgagor to purchase all or a portion of the property covered hereby. Except as provided in this paragraph 1 with respect to the payment of principal of and interest on the note, Mortgagor shall be personally liable for the performance of and compliance with all covenants and obligations of Mortgagor under this Mortgage.

2. So long as any of the indebtedness secured hereby shall remain unpaid, Mortgagor will keep or cause the Premises to be kept in good condition and repair, and Mortgagor agrees to pay or cause to be paid all taxes, assessments and all other charges, judgments or claims of whatever nature (whether or not equal or superior hereto) that may be imposed against or become liens upon the premises, or the tenements, hereditaments or appurtenances thereunto, the rents, issues or profits therefrom or the equipment, buildings or improvements thereon, or any part thereof. Mortgagor will not permit any such lien (whether or not equal or superior hereto) to accrue and remain thereon or on any part thereof, and will comply or cause compliance with all laws and ordinances now or hereafter in effect, and