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determine and be void, but shall otherwise remain in full force and effect.

AND the Borrower and Fee Owner covenant and agree with the Lender as hereinafter respectively and particularly set forth that:

ARTICLE ONE

1.01 PERFORMANCE OF NOTE AND MORTGAGE. The Borrower will pay punctually to Lender, in full, the note hereinbefore referred to with interest thereon, and will also pay all other sums secured hereby; and will keep and perform all the covenants and agreements in said note and in this mortgage, in manner and form therein set out.

1.02 WARRANTY OF TITLE. Fee Owner is well seized of an indefeasible estate in fee simple in the land and real estate hereby mortgaged, and has good right, full power, and lawful authority to convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, except the leasehold estate of Borrower above described; and that Fee Owner shall and will warrant and forever defend the title thereto; Borrower is possessed of the leasehold estate above described and has good and absolute title to all existing personal property hereby mortgaged, and has good right, full power, and lawful authority to convey and mortgage the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the fixtures, conditional sales contracts, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto, and shall furnish and deposit with the Lender abstracts of title pertaining to the real estate, during the existence of this mortgage.

1.03 MONTHLY TAX DEPOSITS. The Borrower agrees that, at the option of the Lender, there shall be added to each monthly payment required hereunder, or under the evidence of the debt secured hereby, an amount estimated by the Lender to be sufficient