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described in said Schedule "B" which are acknowledged by the Mortgagee; (b) the Mortgagor will maintain and preserve the lien of this Mortgage until the indebtedness and other sums secured hereby have been paid in full; (c) the Mortgagor is now in a solvent condition and no bankruptcy or insolvency proceedings are pending or contemplated by or against the Mortgagor; (d) all reports, statements and other data furnished by the Mortgagor to the Mortgagee in connection with the loan evidenced by the Note are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (e) this Mortgage and the Note and other instruments securing the Note or otherwise executed in connection therewith are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor or any of its respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject; (f) except as disclosed in writing to the Mortgagee prior to the delivery hereof, there are no actions, suits or proceedings pending, or to the knowledge of the Mortgagor threatened, against or affecting the Mortgagor or THE MORTGAGED PROPERTY; (g) all costs arising from construction of any improvements and the purchase of all equipment located on THE MORTGAGED PROPERTY have been paid; and (h) THE MORTGAGED PROPERTY is improved with those improvements described in Schedule "C" attached hereto and made a part hereof.

1.03 Compliance with Laws. The Mortgagor covenants and warrants that all improvements included in THE MORTGAGED PROPERTY presently comply with and will continue to comply with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations. If the Mortgagor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation the Mortgagor will provide the Mortgagee with a copy of such notice promptly and will comply with the terms of any such notice and any subsequent orders in connection therewith; provided, however, that the Mortgagor may in good faith, by appropriate proceedings, contest the validity or applicability of any such notice and the Mortgagor shall not be deemed in default hereunder if it shall have obtained a stay of any requirement of compliance with such notice pending such contest.

1.04 Payments to Protect Mortgagee's Interest, Etc.

1.04.1 Taxes and Liens.

(a) Subject to paragraph 1.04.1(d), the Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations and encumbrances of every kind whatsoever now or hereafter imposed, levied or assessed upon or against THE MORTGAGED PROPERTY or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of the Mortgagee in THE MORTGAGED PROPERTY, as well as all income taxes, assessments and other governmental charges levied and imposed by the United States of America or any state, county, municipality or other taxing authority upon or against the Mortgagor or in respect of the mortgaged property or any part thereof; provided, however, that the Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted tax or assessment and

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