

time of the making or issuance of such certificate, advice, notice or bill. For purposes of this Mortgage, the term "Impositions" shall mean all real estate and similar taxes and assessments (including assessments for local or municipal improvements), personal property taxes and assessments, sales, use and occupancy taxes, water and sewer rates, rents and charges, water pollution control charges, charges for public utilities, fees for governmental approvals, and all other governmental charges and fees, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which may at any time during the term of this Mortgage be assessed or levied against or imposed upon or be payable with respect to or become a lien on the Mortgaged Property or any part thereof.

In the event Mortgagor does not timely furnish Mortgagee with the proof of payment required in the preceding paragraph, Mortgagor authorizes the Mortgagee to order a certificate of the Collector of Taxes or of a tax searching agency satisfactory to the Mortgagee certifying as to the status of the payment of Impositions on the official tax records for the purpose of protecting the Mortgagor from the improper posting of taxes. The Mortgagor covenants to pay or cause to be paid any fee or charge in connection with obtaining such certificate.

The Mortgagor may in good faith contest any such Impositions. In the event of any such contest, Mortgagor may permit the Impositions so contested to remain unpaid during the period of such contest and any appeal therefrom only if during such period enforcement of any contested item is effectively stayed so that no part of the Mortgaged Property is subject to loss or forfeiture.

8. LIENS: The Mortgagor will discharge of record or bond any contractors', subcontractors', mechanics', materialmen's, laborers' or other lien which may be filed against the Mortgaged Property within 30 days after the recording or filing thereof.

9. PURCHASE MONEY MORTGAGE: This Mortgage is a purchase money mortgage.

10. BOOKS AND RECORDS: The Mortgagor will (a) maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Property, (b) permit the Mortgagee to examine said books and

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