

shall be paid by mortgagor, together with interest thereon at the rate set forth in the Note and any such sum and the interest thereon shall be a lien on said Premises, prior to any right, or title to, interest in or claim upon said Premises attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

e) Compliance with Laws.

Mortgagor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every Board of Fire Underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation, or requirements shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

f) Payment of Impositions.

Subject to Subsection (m) of this Section 2, mortgagor will duly pay and discharge, or cause to be paid and discharged, all (i) real estate and personal property taxes and other taxes and assessments, including but not limited to, water and sewer taxes and charges, and all other governmental or non-governmental charges, and charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever and which at any time prior to or after the execution of this Mortgage and other Security Documents may be assessed, levied, or imposed or assessed upon or against mortgagor ("Impositions"), such Impositions or installments thereof to be paid not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof (if such day is used to determine that due date of the respective item); provided, however, that if, by law, any Imposition may at the option of the taxpayer, or other person obligated to pay it, be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition) mortgagor may exercise the option to pay same in such installments.

g) Preservation of Mortgaged Property.

Mortgagor will commit no waste to the Mortgaged Property and will keep same in good order and condition for the purposes for which intended, and will make all necessary or appropriate repairs, replacements and renewals thereof and additions and betterments and improvements thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, and use its best efforts to prevent any act or thing which might impair the value or usefulness of the Mortgaged Property or any part thereof.

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