

1180-980

York Life Mortgage.

It is understood and agreed that the defense or institution of any proceedings described in Paragraphs 5(b)(2) and (b)(3) above shall include and shall be defined to include any and all appellate proceedings and retrials of such proceedings until the matters presented by such proceedings have been finally adjudicated. It is further agreed that Buyer shall indemnify and save harmless Seller from and against any and all losses, liabilities, damages, penalties, judgments, costs or expenses (including attorneys fees) arising from any proceeding described in either Paragraphs 5(b)(2) or (b)(3) above.

(c) In the instance that Seller or Buyer is finally adjudicated to be liable for the entire indebtedness then secured by the New York Life Mortgage, escrow agent will convey title to Buyer within five (5) days notice thereof by either party.

6. Taxes and Utility Expenses.

(a) (1) During the term of this Agreement, Seller shall pay, as and when the same become due and payable, all property taxes, special and general assessments, and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the term of this Agreement be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Premises or any part thereof, or any buildings,