

tax returns of the Mortgagor, required by law to be filed, have been duly filed and all Federal, State and other taxes, assessments and governmental charges upon the said Mortgagor, which to the knowledge of the said public accountant after due examination of the financial report of said Mortgagor, are due and payable, have been paid.

4. The Mortgagor agrees to erect on the mortgaged premises on or before November 1, 1961, a building and improvements to be used by the United States Post Office Department in accordance with the drawings and specifications approved by both the Mortgagor and the United States of America by its Post Office Department. Upon completion of said building and improvements, the same are to be leased by the Mortgagor to the United States of America for post office purposes in accordance with an Agreement to Lease, dated May 28, 1960, and accepted on June 14, 1960, by the United States of America by the Assistant Postmaster General as supplemented and amended.

The Mortgagor may modify, amend and alter said plans and specifications providing that the same will not in any way affect the obligation of the Post Office Department to accept said premises under said Agreement of Lease as amended. The Mortgagor agrees that said buildings shall be constructed strictly in accordance with all applicable ordinances, statutes and the requirements of all regulatory authorities having jurisdiction and in conformity with the requirements of the Board of Fire Underwriters or a similar body; that said building shall be constructed entirely on the