

- (c) pay on or before the due date thereof any indebtedness which may be secured by a lien or charge on the premises equal to or superior to the lien hereof, and upon request of Mortgagee exhibit satisfactory evidence of the discharge thereof;
- (d) complete within a reasonable time the construction of any building now or at any time in process of erection upon the premises;
- (e) comply, and shall cause each lessee or other user of the premises to comply, with all requirements of law and ordinance, and with all rules and regulations of authorities having jurisdiction of the premises and the use made thereof and ~~with all orders and directions of the Board of Fire Underwriters or similar body~~, and with all restrictions of record pertaining to the premises, the improvements on the premises and the use thereof;
- (f) not make any material alteration to said premises without the prior written consent of Mortgagee, except such as are required by law or ordinance;
- (g) not cause or permit any change to be made in the general nature of the occupancy of the premises without Mortgagee's prior written consent; except that the Lessee thereof shall be permitted to use said premises for any lawful purpose
- (h) initiate or acquiesce in no zoning reclassification without Mortgagee's prior written consent;
- (i) make or permit no use of the premises that could with the passage of time result in the creation of any right of user, or any claim of adverse possession or easement on, to or against any part of the premises in favor of any person or the public;
- (j) pay each item of indebtedness secured by this mortgage when due according to the terms hereof and of the Note.



2. Mortgagor shall pay when due and before any penalty attaches or interest accrues all general taxes, special taxes, special assessments, water charges, sewer service charges, vault or space charges and all other like charges against the premises or against any property or equipment located on the premises, and shall, within 30 days following the last day on which any such tax, assessment or charge may be paid without incurring any penalty or interest for nonpayment thereof, furnish to Mortgagee a duplicate receipt of such payment. To prevent default hereunder Mortgagor shall pay in full, under protest in the manner provided by law, any tax, assessment or charge which Mortgagor may desire to contest; provided, however, that if contest of any tax, assessment or charge may be made without the payment thereof Mortgagor may at its option and in its discretion and upon the giving of written notice to Mortgagee of its intended action and upon the furnishing to Mortgagee of such security or bond as Mortgagee may require, contest any such tax, assessment or charge in good faith and in the manner provided by law, but all costs and expenses incidental to such contest shall be paid by Mortgagor and in the event of a ruling or adjudication adverse to Mortgagor, Mortgagor shall promptly pay such tax, assessment or charge. Mortgagor shall indemnify and save harmless the Mortgagee and the mortgaged premises from any loss or damage arising from such contest