

appurtenances will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed; to comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority; to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the said premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the said premises; and to permit Mortgagee or his agents, at all reasonable times, to enter upon and inspect the mortgaged property.

6. That if at any time the United States Government, or any other governmental subdivision shall require Internal Revenue or other documentary stamps or shall require payment of any other tax hereon or on the Note secured by this Mortgage, then the said indebtedness and the accrued interest thereon shall be and become due and payable at the election of the Mortgagee thirty (30) days after the mailing of notice of such election to Mortgagor; provided, however, said election and the right to elect shall be unavailing and this Mortgage and Note shall be and remain in effect, if Mortgagor lawfully may pay for such stamps or taxes including interest and penalties thereon to or for Mortgagee and does in fact pay, when payable, for all such stamps or taxes including interest and penalties thereon.

7. That if a corporation, foreign or domestic, Mortgagor will file within the prescribed time any and all corporation franchise tax reports and other tax reports or returns in compliance with all applicable present or future laws and will pay, at the times and in the manner so provided by law any and all such corporation franchise taxes and similar taxes.

8. To save Mortgagee harmless from all costs and expenses, including reasonable attorneys' fees and costs of a title search, continuation of abstract and preparation of survey, incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body (excepting an action to foreclose or to collect the debt secured hereby), in and to which Mortgagee may be or become a party by reason hereof, including but not limited to condemnation, bankruptcy, probate and administration proceedings, as well as any other of the foregoing wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of and the lien created by this Mortgage, and all money paid or expended by Mortgagee in that regard, together with interest thereon from date of such payment at the rate set forth in said Note or at the legal rate, whichever is higher, shall be so much additional indebtedness secured hereby and shall be immediately and without notice due and payable by Mortgagor.

9. That Mortgagor will give Mortgagee immediate notice of the actual or threatened commencement of any proceedings under eminent domain affecting all or any part of the said premises or any easement therein or appurtenance thereof, including severance and consequential damage and change in grade of streets, and will deliver to Mortgagee copies of any and all papers served in