

9. The Mortgagor, from time to time when the same shall become due, shall pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Property or any part thereof or upon any income or profits derived from the Property or arising in respect of the occupancy, use or possession thereof provided, however, that Mortgagor may contest any such fee or similar charge by any legally permissible means on the condition that Mortgagor deposit with Mortgagee at the beginning of said contest an amount in cash equal to 150% of said contested sum and any penalties or interest that may be imposed and, in no event to permit the Premises, or any part thereof, to be sold or forfeited for nonpayment of said sums, or to be in a non-rentable or uninhabitable condition.

10. The Mortgagor shall pay from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien (whether paramount or subordinate to this Mortgage) on the Property or any part thereof, or on any income therefrom and in general shall do or cause to be done everything necessary so that the first lien of this Mortgage shall be fully preserved, at the cost of the Mortgagor; Mortgagor may, in good faith, contest any such claim or demand by posting bond in the statutory amount so as to prevent any claim or demand from becoming a lien on the Property.

11. In the event of the enactment after the date of this Mortgage of any law of the Federal, State or Municipi-