

To have and to hold all and singular, the Property unto the Mortgagee, its successors and assigns forever. And the Mortgagor does hereby bind its successors and assigns to warrant and forever defend the Property unto the Mortgagee, its successors and assigns from and against the Mortgagor, its successors and assigns and against all of the persons lawfully claiming or to claim the Property or any part thereof. The Mortgagor further covenants and agrees:

- 1) to pay 10 days at least before the same become delinquent (and to provide, by such time, evidence of such payment, satisfactory to the holder) all taxes, charges, sewer use fees, water rates and assessments of every name and nature, whether or not assessed against the Mortgagor, if applicable or related to the Property, or any interest therein, or the debt obligation or any agreement secured hereby, or the disbursement or the application of the proceeds thereof; but nothing in this Section 1 contained shall, however, extend to any income tax or corporation excise tax of the holder;
- 2) that if at any time any law or court decree prohibits the performance of any obligation undertaken herein by the Mortgagor, or provides