

security for the performance of such undertakings, notwithstanding the survival of the same; but, thereafter, the holder shall look solely to the Mortgagor, personally, for the performance of such undertakings;

- 14) that the following are conditions of this Mortgage:
- a) the foregoing covenants shall not be breached,
 - b) except for real estate taxes and assessments until 10 days before any delinquency therein (delinquency, with reference to such taxes and assessments being hereby defined, for the purposes of this Mortgage, as meaning the time when, on the non-payment thereof, interest or penalties commence to accrue), and except as otherwise provided in the Loan Agreement not to create any encumbrance on the Property, whether such encumbrance is inferior or superior to this Mortgage;
 - c) except as otherwise provided in the Loan Agreement, not to permit any encumbrance to attach against the Property, whether such encumbrance is inferior or superior to this Mortgage; without limitation, the filing of a notice of Federal or State tax