

16. (a) Mortgagor forthwith upon the execution and delivery of this Mortgage and thereafter from time to time, shall cause this Mortgage and other documents executed herewith, including any security instrument creating a lien or evidencing the lien hereof upon the Property or any part thereof and each instrument of further assurance, to be filed, registered or recorded as Mortgagee may request in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in, the Property.

(b) Mortgagor shall pay (i) all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgement of this Mortgage, any Mortgage supplemental hereto, and any documents executed herewith to be filed, registered or recorded including any security instrument with respect to the chattels, and any instrument of further assurance; and (ii) all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Mortgage, any mortgage supplemental hereto, the Assignment of Leases, Rents and Profits and any instrument of further assurance.

17. Mortgagor warrants that the execution and delivery of this Mortgage has been duly authorized and that Mortgagor is duly organized, qualified, validly existing and in good standing in the state of its creation and where the Property is located; Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence and good standing and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to Mortgagor or to the Property or any part thereof.

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