

ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations (collectively, "Laws") affecting the Premises or the business or activity being conducted by Mortgagor thereon; provided, however, that nothing in this Section shall require Mortgagor to comply with such Laws if Mortgagor shall contest the same by appropriate judicial or administrative proceedings and such proceedings shall operate to stay enforcement of the laws so contested.

SECTION 1.13. If Mortgagor shall fail to perform any of the covenants contained herein on its part to be performed, Mortgagee may, but shall not be required to, make advances to perform the same on Mortgagor's behalf, and all sums so advanced shall bear interest at the rate then payable on the indebtedness secured hereby, shall be a lien upon the Mortgaged Property, shall be secured hereby and shall be paid to Mortgagee for application to the indebtedness secured hereby in such order as Mortgagee may, in its sole discretion, elect. Mortgagor will repay on demand all sums so advanced on its behalf with interest at the rate then payable on the indebtedness secured hereby.

SECTION 1.14. Upon fifteen (15) days' prior request by Mortgagee, Mortgagor will furnish to Mortgagee a written statement duly acknowledged of the amount due whether for principal or interest on the Note, whether any offsets or defenses exist against such indebtedness, and to the effect that no defaults exist hereunder or if any default exists, specifying the nature and period of existence thereof and what action Mortgagor is taking or proposes to take with respect thereto.