

shall require for the more certain, effectual, and satisfactory granting and confirming of the Property for the uses and purposes herein expressed. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee conferred by this Mortgage, and in any such action or proceeding in which Mortgagee may appear, to pay all costs and expenses, including without limitation costs of evidence of title and reasonable attorneys' fees.

4. (a) To pay prior to delinquency all taxes and assessments and other governmental and quasi-governmental impositions of any nature imposed against or affecting the Property, or any part thereof, and which creates or may create a lien on the Property or any part thereof, including (without limitation) assessments on appurtenant water stock, assessments or charges for water appurtenant to or used in connection with the Premises or for the ponds, areas, and facilities for the drainage of water and disposal of sewage from the Premises and for any easements providing access from the Premises to such ponds, areas, and facilities, and non-governmental levys such as maintenance charges or fees resulting from covenants, conditions, and restrictions affecting the Property (all of the foregoing being collectively referred to herein as "Impositions"); to pay when due all encumbrances, charges, and liens, with interest, on the Property or any part thereof. For so long as there shall not be an Event of Default hereunder, or under any other instrument evidencing or securing the subject loan, the failure of HMA to pay any Imposition which it reasonably and in good faith contests or protests shall not be an Event of Default hereunder; provided, however, in the case of each such contest or protest HMA shall, promptly and in advance notify in writing Mortgagee of its intention to contest or protest such Imposition, comply with all rules, regulations, laws