

prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or which may accrue or be levied upon Mortgagee's interest therein or upon this mortgage or the Indebtedness or the evidence of the Indebtedness or any other sums secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon Mortgagee and prohibiting the payment of same by Mortgagor and the payment to Mortgagee by Mortgagor of all sums necessary for Mortgagee to pay same (which payments Mortgagor covenants to make if not prohibited) or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagor to pay such taxes, sewer rents, water charges, assessments and other governmental charges or to pay to Mortgagee the sums necessary to pay same is legally inoperative, then the Indebtedness (but only to the extent secured hereby) and all other sums hereby secured without deduction shall, at the option of Mortgagee, become immediately due and payable unless Mortgagor shall post substitute collateral for the Loan satisfactory to Mortgagee, notwithstanding anything to the contrary contained in this mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes, sewer rents, water charges, assessments or other governmental charges on the premises, or any portion thereof or the Building Equipment, or which may be or become a lien on the premises or any portion thereof or the Building Equipment, to become or remain delinquent or permit the premises or any portion thereof or the Building Equipment or any interest therein to be sold for any taxes, sewer rents, water charges, assessments or other governmental charges; and further, Mortgagor shall furnish to Mortgagee, prior to the date when they would become delinquent, certificates or receipts of the proper officer showing full payment of all such taxes, sewer rents, water charges, assessments and other governmental charges.

If Mortgagor shall first notify Mortgagee in writing of its intention so to do, Mortgagor may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges by appropriate legal proceedings and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such

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