

provisions of this Mortgage and of the Notes secured hereby and will duly and punctually pay to the Mortgagee the sum of money expressed in the Notes with interest thereon and all other sums required to be paid by the Mortgagor pursuant to the provision of this Mortgage, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor.

#### 1.02 Warranty of Title

At the time of the sealing and delivery of these presents, the Mortgagor is well seized of an indefeasible estate in fee simple in the Premises subject to the Underlying Mortgage and other easements and restrictions of record, and the rights of tenants in possession, and has good and absolute title to all existing personal property described herein and has good right, full power and lawful authority to convey the same in the manner and form aforesaid; that the same is free and clear of all liens, charges, and encumbrances (except for the Underlying Mortgage and matters of record) including as to the personal property and fixtures, conditional sales contracts, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto from any claim from a party claiming by, through or under Mortgagor.

#### 1.03 Taxes, Liens and Utility Charges

(a) The Mortgagor will pay promptly, when and as due, all charges for utilities, whether public or private, and will promptly pay and tender to the Mortgagee receipts for the payment of all taxes, assessments, water rates, dues, charges, fines, and impositions of every nature whatsoever, imposed, levied or assessed or to be imposed, levied or assessed upon or against the Premises, or any part thereof, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any State, County, Municipality, or other taxing authority upon the Mortgagor, in respect of the Premises or any part thereof, which, if unpaid, would become a lien or charge upon the Premises prior to or equal to the lien of this Mortgage priority or equality with this Mortgage and distribution of the proceeds of any foreclosure sale of the Premises, or any part thereof.

(b) The Mortgagor will not suffer any mechanic's, laborer's, statutory or other lien which might or could be prior to, equal to, or junior to the lien of this Mortgage to be created or to remain outstanding upon any of the Premises.

(c) In the event the holder of the Underlying Note shall require tax or insurance escrow deposits, such additional payments shall be made by Mortgagor to Mortgagee who shall, in turn, satisfy the escrow requirements of the Underlying Note and Mortgage.