

request thereof shall be deemed and treated as acknowledgment and admission by Mortgagor that no offsets or defenses exist to Mortgagor's indebtedness under this Mortgage, the Note, and the First Mortgage, and that all regular installment payments thereon have been paid and that no other payments have been paid.

4. Payment of Taxes and Other Charges. Mortgagor shall, at least five (5) days prior to the date on which any interest or penalties shall commence to accrue thereon, cause to be paid and discharged, and shall furnish to Mortgagee within thirty (30) days after the respective due dates, proper receipts for all taxes, assessments, water and sewer rents and charges, and all other license or permit fees, levies, and governmental charges, general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever, which are or may have been, or may hereafter be, charged, assessed, levied, confirmed or imposed upon or against the Mortgaged Premises, or any part thereof, by any lawful authority, or which may become a lien thereon, unless the same shall have been fully paid to Mortgagee as provided in Section 8 herein. Except for the First Mortgage, Mortgagor shall not suffer, and shall promptly cause to be paid and discharged, any lien or charge whatsoever which by any present or future law may be or become superior to, or on a parity with, this Mortgage either in lien or in distribution out of the proceeds of any judicial sale of the Mortgaged Premises, or any part thereof, including the attorney's commission for collection hereinafter provided for. Mortgagor will cause to be paid, when due, all charges for utilities on the Mortgaged Premises, whether public or private, and all rents and ground rents, if any, with respect to the Mortgaged Premises.

Notwithstanding the foregoing, Mortgagor may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, provided (a) a default, as defined in Section 20 hereof, has not occurred; (b) Mortgagor provides Mortgagee security satisfactory to Mortgagee assuring

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