

wherein proof of claim is by law required to be filed or in which it becomes necessary to defend or uphold the terms of this mortgage, and all money paid or expended by mortgagee in that regard, together with interest thereon from day of such payment at the Note Rate set forth in the Note, shall be additional Indebtedness secured hereby and shall be immediately due and payable by mortgagor.

m) Contest of Tax Assessments, Etc.

After prior written notice to mortgagee, in the case of any material item, mortgagor at its own expense may contest by appropriate legal proceedings, promptly initiated and conducted in good faith, and with due diligence, the amount or validity or application, in whole or in part, of (A) any of the legal requirements referred to in Subsection (e), or (B) any Imposition; provided that (i) in the case of any unpaid Imposition, such proceedings shall suspend the collection of any unpaid Imposition thereof from mortgagor and from the Mortgaged Property; and (ii) neither the Mortgaged Property nor any part thereof or interest thereunder will be in danger of being sold, forfeited, terminated, cancelled or lost; and (iii) mortgagor shall have set aside adequate reserves with respect thereto, and (iv) mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by mortgagee.

n) Performance of the Loan Commitment.

Mortgagor will timely comply with, abide by and perform all of the terms and conditions of the loan commitment dated April 23, 1984, as amended by that certain letter dated May 7, 1984 (collectively, the "Loan Commitment"), which is incorporated herein by reference. In the event of conflict between the terms of this Mortgage and the terms of the loan commitment, the terms hereof shall control.

o) Deposits for Taxes and Insurance Premiums.

In order to assure the payment of taxes and insurance premiums payable with respect to the Mortgaged Property as and when the same shall become due and payable, at the option at any time of mortgagee:

(a) Mortgagor shall deposit with mortgagee on the date that payment of interest and/or principal and interest shall become due on the Indebtedness an amount equal to:

(i) One-twelfth (1/12) of the taxes next to become due upon the Mortgaged Property; provided, that in the case of the first such deposit, there shall be deposited in addition, an amount equal to one-twelfth (1/12) of such taxes next to become due on the Premises multiplied by the number of months elapsed between the date taxes were last due to and including the date of deposit.

(ii) One-twelfth (1/12) of the annual premium on each policy of insurance upon the Mortgaged Property; provided, that with the first such deposit, there shall be deposited in addition, an amount equal to one-twelfth (1/12) of such annual insurance premiums multiplied by the number of months elapsed between the date premiums on each policy were last due to and including the date of deposit; provided, that the amount of

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