

4.4 Prior Lien Status. Mortgagor will protect the prior mortgage, lien and encumbrance status of this Mortgage and the other Security Documents and will not place, or permit to be placed, or otherwise convey, mortgage, hypothecate or encumber the Mortgaged Property with, any other lien or mortgage or interest of any nature whatsoever (statutory, constitutional or contractual), regardless of whether same is allegedly or expressly inferior to the lien created by this Mortgage, except as expressly permitted pursuant to Paragraph 6.8 below. If any such claim, lien or security interest is asserted against the Mortgaged Property, the Construction Contracts or the Plans, Mortgagor will promptly, and at its own cost and expense, (a) pay the underlying claim in full or take such other action so as to cause same to be released or bonded to Mortgagee's satisfaction; and (b) within five (5) days from the date such claim, lien or security interest is asserted, give Mortgagee notice of such claim, lien or security interest. Such notice shall specify who is asserting such claim, lien or security interest and shall detail the origin and nature of the underlying facts giving rise to such asserted claim, lien or security interest.

4.5 Payment of Impositions. Mortgagor will duly and promptly pay and discharge, or cause to be paid and discharged, the Impositions and, at least ten (10) days before any such Imposition would become delinquent, Mortgagor shall furnish to Mortgagee evidence satisfactory to Mortgagee that such Impositions have been paid; provided, however, that Mortgagor may, if, to the extent and in the manner permitted by law, (a) pay the Impositions in installments whether or not interest shall accrue on the unpaid balance of such Impositions if such installment payment would not create or permit the filing of a lien against the Mortgaged Property and (b) contest the payment of any Impositions in good faith and by appropriate proceedings provided that: (i) any such contests shall be prosecuted diligently and in a manner not prejudicial to the rights, liens and security interests of Mortgagee, (ii) Mortgagor shall deposit funds with Mortgagee or obtain a bond in form and substance and with an issuing company satisfactory to Mortgagee in an amount sufficient to cover any amounts which may be owing in the event the contest may be unsuccessful [Mortgagor shall make such deposit or obtain such bond, as the case may be, within five (5) days after demand therefor and, if made by payment of funds to Mortgagee, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Mortgagor or the adverse claimant], (iii) no contest may be conducted and no payment may be delayed beyond the date on which the Mortgaged Property could be sold for nonpayment; and Mortgagee may pay over to the taxing authority entitled thereto any or all of the funds at any time when, in the opinion of Mortgagee's counsel, the entitlement of such authority to such funds is established.

In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages, or security agreements, or assignments of leases or debts secured thereby or the manner of collecting such taxes so as to adversely affect Mortgagee, Mortgagor will pay any such tax on or before the due date thereof. If Mortgagor fails to make such prompt payment or if, in the opinion of Mortgagee, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Mortgagee if Mortgagor makes such payment or if,