0.

The state of the s

Without limiting the generality of the foregoing, the Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on or security interest in the Mortgaged Property, or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved as provided herein, at the cost of the Mortgagor, without expense to the Mortgagee.

- (m) Estoppel Certificates. Within five (5) business days after written request by the Mortgagee, at any time and from time to time, the Mortgagor shall execute, acknowledge and deliver to the Mortgagee a written statement certifying the amount then owing on the Secured Indebtedness and whether or not any offsets or defenses are claimed to exist against the Secured Indebtedness and specifying in detail any such offsets or defenses.
- (n) <u>Warranty of Title</u>. The Mortgagor warrants and represents that it is lawfully seized and possessed of an indefeasible and marketable estate in fee simple in the Mortgaged Property and has good right, full power and lawful authority in law and at equity to convey, mortgage and encumber

21 of 41