

(d) Notwithstanding the provisions of this Paragraph 12, the Mortgagor shall have the right, in good faith, to contest by appropriate legal proceedings, without cost or expense to the Mortgagee, the validity of any notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the Property (collectively, "Violations") and to postpone the payment of same, provided that: (i) such contest shall operate to prevent the correction of such contested Violation and the sale or forfeiture of the Property or any part thereof; (ii) such contest shall be promptly and diligently prosecuted by and at the expense of the Mortgagor; (iii) the Mortgagee shall not thereby suffer any civil, or be subjected to any criminal, penalties or sanctions; (iv) the Mortgagor shall promptly correct such contested Violation if at any time all or any part of the Property shall be in danger of being foreclosed, sold, forfeited, or otherwise lost or if such contest shall be discontinued; (v) the Mortgagor shall properly protect and save harmless the Mortgagee against any liability and claims arising out of the postponement of the correction of such contested Violation; and (vi) if requested so to do by the Mortgagee, the Mortgagor shall within ten (10) days furnish to the Mortgagee security satisfactory to the Mortgagee, guaranteeing to the Mortgagee correction by the Mortgagor of such contested