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## II. Warranty of Title

Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has good and marketable title in fee simple to the Mortgaged Property free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever except Permitted Encumbrances, and shall forever warrant and defend the Mortgaged Property to Mortgagee, its successors and assigns forever.

## III. Affirmative Covenants

Mortgagor hereby covenants and agrees that until the entire principal of and interest on the Note and all other indebtedness secured hereby shall have been paid in full, it will:

3.1 Legal Requirements. Promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements applicable to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Mortgaged Property; provided, however, that Mortgagor may, at its own expense, after prior written notice to Mortgagee with respect to any material item, contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence the validity or