to the Land and the other real property hereby mortgaged as to which Mortgagor has warranted fee simple title and Mortgagee's leasehold estate in the Leasehold and other real property hereby mortgaged to which Mortgagor has warranted leasehold title, as may be required. Mortgagor fully warrants the title to the Land and other real property hereby mortgaged and every part thereof, and will forever defend the same against the claims of all persons whomsoever.

1.04   Zoning and Environmental Laws.   Mortgagor covenants and warrants that all applicable zoning laws, ordinances, and regulations affecting the Land or the Leasehold or both permit the use and occupancy of the Improvements and the improvements constituting part of the Leasehold, and further covenants and warrants to comply with all laws, ordinances, and regulations affecting the Mortgaged Property.

1.05   Taxes and Liens.

(a)   Mortgagor shall pay or bond promptly, when and as due, and shall promptly exhibit to Mortgagee receipts for the payment of (i) all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, and encumbrances of every kind whatsoever now or hereafter imposed, levied, or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon or against the interest of Mortgagee in the Mortgaged Property, (ii) all payments with respect to employee benefit plans, income taxes, assessments, and other governmental charges levied and imposed by the United States of America or any State, county, municipality, borough, or other taxing authority upon or against Mortgagor or in respect of the Mortgaged Property or any part thereof, and (iii) any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage, before they become delinquent and before any interest attaches or any penalty or other delinquent charge is incurred.

(b)   Mortgagee may, in its sole discretion, require Mortgagor to deposit with Mortgagee on the