

(iv) In every instance in which the holder of the First Mortgage shall allow the use of insurance and/or condemnation proceeds in the restoration or replacement of the Premises or any portion thereof, Mortgagee shall likewise permit such use.

(v) All time provisions relating to giving of notices and/or reports, periods of grace and curing of defaults contained in this mortgage, if greater than those contained in the First Mortgage, shall be shortened to correspond to the same time periods as provided in the First Mortgage, with respect to matters which are requirements under both this mortgage and the First Mortgage, and Mortgagor shall in each instance comply with all time requirements of the First Mortgage as to giving of any reports or notices required thereby.

(vi) Mortgagor shall have the right, without cost or expense to Mortgagee, to contest, in good faith, the amount, validity and/or applicability of any and all taxes, assessments (general or special) and other charges it is hereby required to pay; of any and all statutes, ordinances and requirements of any governmental authority it is hereby required to comply with; and of any lien filed against the Premises, whether for labor, materials or any other matter, and may delay payment of or compliance with the same during said contest, so long as such a delay is permitted by applicable law without causing a forfeiture or impairment of any right of Mortgagor or Mortgagee in the Premises, so long as (a) such a contest is permitted by applicable law and Mortgagor complies with such law in the prosecution thereof, (b) either the holder of the First Mortgage consents in writing to such a contest or the First Mortgage expressly permits such a contest (in which event Mortgagor shall comply with any prerequisite to such a contest provided in the First Mortgage), (c) Mortgagor gives Mortgagee written notice of any such contest and delivers to Mortgagee a copy of any consent in writing of the First Mortgagee to any such contest required hereby before commencing the same, (d) the contest, if unsuccessful, would result in no detriment to Mortgagee or its interest in the Premises, other than an obligation to pay money, (e) Mortgagor diligently prosecutes such contest in compliance with applicable law, (f) Mortgagor deposits with Mortgagee and/or the holder of the First Mortgage, prior to commencing such contest, security reasonably acceptable to Mortgagee to protect it from any interest, penalties, fines or costs resulting from a failure of said contest (but not less than one and one-half times Mortgagee's reasonable estimate of the amount thereof, subject to adjustment during the course of said contest, if necessary in Mortgagee's reasonable judgment), and Mortgagor shall indemnify Mortgagee forthwith as to any such amounts as are not paid from such security, and (g) Mortgagor provides to Mortgagee a written status report on said contest every sixty (60) days during the course thereof.

ARTICLE 21. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this mortgage and the Note, shall be separate, distinct and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under mortgages, and preservation of security as provided at law, subject to the provisions of Article 37 hereof. No act of Mortgagee shall be construed as an

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