

DJH/61/jab
4/12/84

Vol 1008 Page 943

Mortgagee shall give Mortgagor ten days prior written notice prior to making any such payments. In any such event, Mortgagee and any person designated by Mortgagee shall have, and is hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of performing any such act or taking any such action, and all moneys expended by Mortgagee in connection with making such payment or performing such act (including, but not limited to, legal expenses and disbursements), together with interest thereon at the rate of three percent per annum in excess of the announced Prime Rate from time to time in effect of THE FIRST NATIONAL BANK OF CINCINNATI from the date of each such expenditure, shall be paid by Mortgagor to Mortgagee forthwith upon demand by Mortgagee, and shall be secured by this Mortgage. Interest shall be adjusted monthly on the first day of each month based upon the Prime Rate in effect at the close of business on said date. As used herein Prime Rate shall have the same meaning as set forth in the Note.

3.12 In the event that hereafter it is claimed by any governmental agency that any tax or other governmental charge or Imposition is due, unpaid or payable by Mortgagor or Mortgagee upon the Indebtedness (other than income tax, franchise tax or similar tax on the interest or premium receivable by Mortgagee thereunder), and including any recording tax, documentary stamps or other tax or imposition on the Note or Mortgage, Mortgagor will forthwith either (i) pay such tax and, within a reasonable time thereafter, deliver to Mortgagee satisfactory proof of payment thereof, or (ii) deposit with Mortgagee the amount of such claimed tax or other governmental charge or imposition, together with interest and penalties thereon, or other security reasonably satisfactory to Mortgagee, pending an application for a review of the claim for such tax or other governmental charge or imposition and thereafter furnish either

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