

other fees with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes or license or other fees owing by Mortgagor to the United States, to such state of incorporation or formation and to the state in which the Mortgaged Property is situated and any political subdivision thereof.

20. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- a. a fire or other casualty causing damage to the Mortgaged Property,
- b. receipt of notice of eminent domain proceedings or condemnation of the Mortgaged Property,
- c. receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgage Property or any real property adjacent to the Mortgaged Property,
- d. substantial change in the occupancy of the Mortgaged Property,
- e. receipt of any notice from the holder of any lien or security interest in the Mortgaged Property, including, but not limited to, each Senior Mortgagee, and
- f. commencement of any material litigation affecting the Mortgaged Property.

21. Time is of the essence with respect to all obligations of Mortgagor hereunder.

22. Mortgagee is hereby authorized to sign and file financing statements and any amendments thereto covering all or any part of the Mortgaged Property and Mortgagor will, within ten (10) days after request, pay to Mortgagee the cost of filing any such financing statements and amendments thereto. Six months prior to the expiration of the period of effectiveness of any filed financing statements, Mortgagor shall prepare and submit to Mortgagee continuation statements which identify the original statements by file number and state that the original statements are still effective, together with payment of the cost of filing such continuation statements and Mortgagee is hereby authorized to sign and file such continuation statements. Mortgagor will join in the execution of the foregoing if requested to do so by Mortgagee.

23. "Event of Default" wherever used in this Mortgage shall mean any one or more of the following events:

- a. After notice and the expiration of seven (7) days from receipt of notice, failure by Mortgagor to pay any installments of interest or principal due hereunder, or any deposits for taxes, assessments, water charges, sewer rents or insurance premiums due hereunder, or any other sums