

8. (a) If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of any insurance policy required hereunder; in the performance of any covenant, term or condition of any lease affecting all or any part of the Premises; or in the performance or observance of any other covenant, condition or term of this Mortgage, then Mortgagee, at its option, may perform or observe same, and all payments made or costs incurred by Mortgagee in connection therewith, shall be added to the Secured Indebtedness and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the rate of 15% per annum. Mortgagee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation; of the necessity for any such actions and of the amount to be paid in satisfaction thereof. Mortgagee is hereby empowered to enter, and to authorize others to enter, upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Mortgagor or any other person in possession holding under Mortgagor. Neither the provisions of this Article 8 nor the exercise by Mortgagee of its rights hereunder shall prevent any default in the observance of any covenant contained herein from constituting an Event of Default.

(b) Anything in Paragraph (a) of this Article 8 to the contrary notwithstanding, Mortgagor may contest in good faith by appropriate proceedings at its own expense any governmental tax, lien, assessment or charge levied or assessed against the Premises, provided that Mortgagor shall first have paid such item unless the payment of such item is not required by the governmental authority in order to bring such contest. Nothing herein contained, however, shall relieve or release Mortgagor of the obligation and duty to pay and discharge such contested item or items as finally adjudicated, with interest and penalties, if any, and all other charges directed to be paid in or by any such adjudication. Any such contest or legal proceedings shall be begun by Mortgagor as soon as reasonably possible after the imposition of any contested item, and shall be prosecuted to final adjudication with all reasonable promptness and dispatch. Anything contained herein to the contrary notwithstanding, Mortgagor shall pay all such contested items before the time when the Premises or any part thereof may be forfeited as a result of non-payment. Mortgagor shall indemnify and save Mortgagee harmless from any costs or expenses in connection with any such contest or legal proceedings. Mortgagor shall be entitled to any refund of any such contested item and all penalties or interest thereon resulting from such contest or legal proceedings.

9. (a) The Mortgagor will keep adequate records and books of account reflecting all items of income and expense in connection with the operation of the Premises and will permit the Mortgagee and its representatives to inspect the Premises and to examine the records and books of account on the Premises, and will discuss the Premises and the records with the representatives of the Mortgagee at such reasonable times as may be requested by the Mortgagee. The Mortgagor will with reasonable promptness deliver to the Mortgagee such other information with respect to the Premises as the Mortgagee may reasonably request from time to time, including, without limitation, inventories of personal property, lists of service contracts and any other documents required to be maintained by the Mortgagor with respect to the Premises. Mortgagor will furnish to Mortgagee a copy of all reports or financial statements given by Mortgagor to the holder of any of the Prior Mortgages.

(b) Each party hereto, upon 15 days' prior written notice, shall furnish to the other party a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Secured Indebtedness and whether or not any off-sets or defenses exist against the Secured Indebtedness.

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