

provisions and agreements contemplated hereby. Mortgagor agrees that the lien hereunder granted to Mortgagee extends to and encompasses the Mortgaged Property.

### 3. PERFORMANCES AND PAYMENTS

MORTGAGOR does hereby covenant and agree:

(a) To perform, comply with and abide by each and every stipulation, agreement, condition and covenant contained in this Mortgage and/or the Notes, or either of them;

(b) To pay the Indebtedness as and when due and within any applicable grace period therefor;

(c) To pay when due and payable (and before any fine, lien, penalty or interest may be assessed as a result of nonpayment) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, unforeseen as well as foreseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Mortgaged Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Mortgaged Property, or which shall become payable with respect thereto or with respect to the occupancy, use, or possession of the Mortgaged Property, whether such taxes, assessments or charges are levied directly or indirectly (hereinafter sometimes collectively called the "Impositions"), and to provide within ten (10) days after payment, the original or a photostatic copy of the official receipt evidencing payment thereof or other proof of payment satisfactory to Mortgagee. If any of the Impositions may by law and at the election of Mortgagor be paid in installments, Mortgagor may pay such Imposition (and accrued interest on the unpaid portion thereof) in installments as the same become due and payable and before any fine, penalty or additional interest may be assessed as a result of nonpayment of any such installment.

### 4. GOVERNMENT REGULATIONS

Mortgagor will promptly and in all material respects comply with, or cause compliance with, all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities having or claiming jurisdiction of or with respect to the Mortgaged Property or any portion thereof or the use thereof.

### 5. MAINTENANCE AND REPAIRS

Mortgagor will keep and maintain, or cause to be kept and maintained, the Mortgaged Property (including all buildings and improvements thereon) in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs and all maintenance necessary to that end, and, without limiting the generality of the foregoing, to suffer no waste to any of the Mortgaged Property.

### 6. INSURANCE

Mortgagor will at all times keep all buildings and improvements, including fixtures and all personal property used or useful in the operation of the Mortgaged Property, insured for their full insurable value for the mutual benefit of Mortgagee and Mortgagor, as their respective interests may appear, against loss or damage by fire, and such other reasonable risks of damage, hazards, casualties and contingencies and in the manner and form as specified in