

necessary to perfect, preserve and protect the lien of this Mortgage.

8. Maintenance and Repair. The Mortgagor will keep and maintain the Mortgaged Property in good repair, working order and condition and in a state of good operating efficiency, and will make or cause to be made as and when the same shall become necessary all repairs, renewals and replacements necessary to that end. The Mortgagor will permit the Agent, the Bank and Prudential and their respective representatives to enter the Mortgaged Property at reasonable times to inspect the same, and in case of any default under this covenant, to enter the Mortgaged Property to protect, restore or repair any part thereof.

9. Compliance With Laws. The Mortgagor will promptly comply, or cause compliance, in all material respects with all present and future laws, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of, or with respect to, the Mortgaged Property or any part thereof, or the use and occupancy thereof; provided that any non-compliance in a non-material respect shall not subject the Agent, the Bank or Prudential to any civil or criminal liability or impair the security of the Agent under this Mortgage; and provided further, that the Mortgagor may postpone such compliance if and so long as the validity or legality of any such governmental requirements shall be contested by the Mortgagor with diligence and in good faith by appropriate legal proceedings; and provided further, that no such postponement of compliance shall subject the Agent, the Bank or Prudential to any civil or criminal liability or impair the security of the Agent under this Mortgage. If all or any portion of the Mortgaged Property is in New York: Mortgagor will, in compliance with Section 13 of the New York Lien Law, receive the advances secured hereby and will hold the right to receive such advances in a trust fund to be applied first for the purpose of paying the cost of improvements to the Mortgaged Property before using any part of the total of the same for any other purpose.

10. Payment of Taxes. The Mortgagor will pay all taxes, assessments, sewer rents or water rates relating to the Mortgaged Property; provided, however, that nothing in this paragraph 10 shall require the Mortgagor to pay any such tax, assessment, rent or rate so long as it shall be contesting the same in good faith by appropriate proceedings and shall have set aside adequate reserves for the payment there-

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