

tions, covenants, provisions, and stipulations of the Lease, and the Mortgage.

PROVIDED ALWAYS that if Mortgagor shall pay unto Mortgagee the Lease Payments in the manner as specified in the Lease and shall pay all other sums provided to be paid by this Mortgage, and shall observe, perform, comply with and abide by each and every stipulation, agreement, term, condition, and covenant of the Lease and the Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void; otherwise to remain in full force and virtue. And the Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

#### ARTICLE I

FIRST: PAYMENT OF INDEBTEDNESS AND PERFORMANCE. The Mortgagor shall pay the Lease Payments according to the terms of the Lease and in the event of the passage of any regulations, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of obligations secured by mortgages or the manner of collecting taxes so as to affect adversely the Mortgagee, the Mortgagor will promptly pay any such tax; if the Mortgagor fails to make such prompt payment or if any such state, federal, municipal, or other governmental law, order, rule, or regulation prohibits the Mortgagor from making such payment or would penalize the