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the said premises unto the said Mortgagee, its successors and assigns, from and against our successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

And the said Mortgagor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid:

1. To perform, comply with and abide by each and every provision of the stipulations, agreements, conditions and covenants contained and set forth in said Secured Promissory Note and this Mortgage.

2. To permit, commit or suffer no waste and to maintain the property at all times in a state of good repair and condition; to comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental or other authority relating to the mortgaged Property; and to do or permit to be done to the Property nothing that will alter or change the use and character of the Property or in any way impair or weaken the security of this Mortgage. And in case of the refusal, neglect or inability of the Mortgagor to repair and maintain the Property, the Mortgagee, at its option, make such repairs or cause the same to be made, and advance monies in that behalf.

3. That no building now or hereafter covered by the lien of this Mortgage shall be removed, demolished or materially altered, without the prior written consent of Mortgagee.

4. That Mortgagor will promptly pay and discharge any and all license fees or similar charges, together with any penalties and interest thereof, which may be imposed by the jurisdiction in which the Property is situated for the use of vaults, chutes, areas and other space beyond the lot line and under or abutting the public sidewalks in front of or adjoining the Property; that Mortgagor will promptly cure any violation of law and comply with any order of said jurisdiction in respect of the repair, replacement or condition of the sidewalks or curbs in front of or adjoining the Property; that, if Mortgagor shall default in making such payment and obtaining such discharge or in curing any such violation, Mortgagee may make such payment, together with penalties and interest thereon, and obtain such discharge,