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Agreements, unless there is at such time or times no requirement for rebuilding under the Shopping Center Agreements, anything appearing herein or in any other loan document to the contrary notwithstanding.

3. To cause to be made, executed, acknowledged, and delivered forthwith upon the reasonable request of Mortgagee and at the cost of HMA, any and every deed or assurance in law and each and every other instrument or document which said Mortgagee shall require for the more certain, effectual, and satisfactory granting and confirming of the Premises for the uses and purposes herein expressed. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee conferred by this mortgage, and in any such action or proceeding in which Mortgagee may appear, to pay all costs and expenses, including without limitation costs of evidence of title and reasonable attorneys' fees.

4. (a) To pay or, with respect to the Department Store Leases, cause to be paid prior to delinquency all taxes and assessments and other governmental and quasi-governmental impositions of any nature imposed against or affecting the Premises, or any part thereof, and which creates or may create a lien on the Premises or any part thereof, including (without limitation) assessments on appurtenant water stock, assessments or charges for water appurtenant to or used in connection with the Premises or for the ponds, areas, and facilities for the drainage of water and disposal of sewage from the Premises and for any easements providing access from the Premises to such ponds, areas, and facilities, and non-governmental levys such as maintenance charges or fees resulting from covenants, conditions, and restrictions affecting the Premises (all of the foregoing being collectively referred to herein as "Impositions"); to pay