

Property as provided herein, and to mortgage and assign its interest under the Leases as provided herein. The Mortgagor at its expense will warrant and defend to the Mortgagee such title to the Property and the lien and interest of the Mortgagee thereon and therein against all claims and demands and will maintain and preserve such lien so long as the Note is outstanding.

4. Title Insurance; Application of Proceeds. The Mortgagor has delivered to the Mortgagee a title insurance policy (or binder) issued by The Title Insurance Company of Minnesota insuring the Mortgagee's interest as holder of a first mortgage lien of record on the Property in a total amount of \$1,500,000. All proceeds received by the Mortgagee for any loss under such title insurance policy, or under any title insurance policy delivered to the Mortgagee in substitution therefor or in replacement thereof, shall be held by the Mortgagee as part of the Trust Estate.

5. No Claims Against Mortgagee, etc. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, nor as giving the Mortgagor or Lessee under any of the Leases, any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against the Mortgagee in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

6. Indemnification by the Mortgagor. The Mortgagor will protect, indemnify and save harmless the Mortgagee from and against