

address of the Mortgagor hereinabove set forth to the attention of E. Erwin Maddrey, II, President, or to such other address as the Mortgagor may from time to time designate by written notice to the Mortgagee given as herein required.

All notices to the Mortgagee shall be deemed to have been properly given if personally delivered or sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagee at the address of the Mortgagee hereinabove set forth and to the attention of Industrial Term Lending Division, or to such other address or addresses as the Mortgagee may from time to time designate by written notice to the Mortgagor given as herein required.

Notices sent by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice shall be personally delivered or deposited in any post office or branch post office regularly maintained by the United States government except that notices as to a change of address shall not be effective until actually received.

42. Indemnification Against Liabilities. The Mortgagor will protect, indemnify, save harmless and defend the Mortgagee from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Mortgagee by reason of: (a) ownership of the