

All notices, demands, consents, approvals and requests by the Mortgagor 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 Michael D. Haddad or to such other address as the Mortgagee may from time to time designate by written notice to the Mortgagor given as herein required.

Notices, demands, consents, approvals and requests sent by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, approval or request shall be deposited in any post office or branch post office regularly maintained by the United States government.

38. 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 a mortgagee's interest in the Property, (b) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use

