

5. Performance of Contracts. While a Period of Actionable Default shall have commenced and be continuing, the Mortgagee may notify any person obligated to the Mortgagor on a Contract for Sale to tender performance directly to the Mortgagee at the expense of the Mortgagor and advance such sums as are necessary or appropriate to satisfy the Mortgagor's obligations thereunder.

6. No Liability on Mortgagee. Notwithstanding anything contained herein, this Mortgage is only intended as security for the Secured Obligations and the Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligation, duty or liability of the Mortgagor under or pursuant to any of the Collateral and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any of the Collateral or under or by reason of the exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Collateral. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises nor shall the Mortgagee be responsible for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any licensee, employee, tenant or stranger. No liability (other than liability arising from acts or omissions constituting gross negligence or wilful misconduct) shall be enforced or asserted against the Mortgagee in its exercise of the powers herein granted to it, and the Mortgagor expressly waives and releases any such liability. Should the Mortgagee incur any such liability, loss or damage, under or by reason hereof, or in the defense of any claims or demands, the Mortgagor agrees to reimburse the Mortgagee immediately upon demand for the amount thereof, including costs, expenses and reasonable attorneys' fees.

#### IV. GENERAL

1. Security Agreement. This Mortgage, to the extent that it covers personal property or items of personal property which are to become fixtures, shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Real Estate is located, and, when a Period of Actionable Default shall have commenced and be continuing, the Mortgagee shall be entitled with respect to such personal property to all remedies thereunder and all other applicable remedies.