

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 or condition of the Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof made or suffered to be made by or on behalf of the Mortgagor, (f) any negligence or tortious act on the part of the Mortgagor or any of its respective agents, contractors, lessees, licensees or invitees, or (g) any work in connection with any alterations, changes, new construction or demolition of the Property. The Mortgagor will pay and save the Mortgagee harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the State in which the Property is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Mortgagee in respect of this Mortgage or the indebtedness secured hereby. All amounts payable to the Mortgagee under this paragraph 43 shall be payable on demand and shall be