

the Mortgagee, in form satisfactory to the Mortgagee, separate assignments effectuating the foregoing. The Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Mortgagor under any Lease or other agreement affecting all or any part of the Property, and the Mortgagor hereby agrees to indemnify the Mortgagee for and save it harmless from, any and all liability arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of all or any part of the Property upon the Mortgagee, nor make the Mortgagee liable for any negligence in the management, operation, upkeep, repair or control of all or any part of the Property resulting in injury, death or property damage. In addition, in the event of any default under the Loan Documents or with respect to the Obligations, the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of the Property or of such part thereof as may be in the possession of the Mortgagor, and with respect to which same is being used or occupied by the Mortgagor or any other person directly or indirectly through the Mortgagor. Any such rents, issues and profits shall be applied toward the payment of the Obligations (in such order of priority as the Mortgagee may elect). Upon default in any such payment the Mort-

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