Agreement are by reference incorporated herein and made a part hereof. Mortgagor agrees to fully and promptly discharge each and every of its agreements contained in the Agreement and comply with and perform all of the provisions and contingencies thereof. Such Agreement provides for and governs the method of disbursement of the sums evidenced by the Secured Indebtedness, and contains various other agreements with respect to the mortgage transaction. The lien of this Mortgage on the Premises secures the payment of all sums payable to Mortgagee and the performance of all covenants and agreements of the Mortgagor under the terms and provisions of the Agreement. Nothing herein or in the Agreement shall obligate the Mortgagee to construct or equip any improvements on the Premises or to pay for the construction or equipage of any improvements. The Mortgagee shall not be required to determine whether the mortgage proceeds disbursed to the Mortgagor are applied in accordance with the provisions of the Agreement or any other document pertaining to the loan hereby secured.

21. Mortgagor's Duty to Defend. Mortgagor will defend, at its own cost and expense, and indemnify and hold Mortgagee harmless from, any action, proceeding or claim affecting the Premises, the Secured Indebtedness or any Loan Document arising out of the acts or omissions of Mortgagor. Costs and expenses will include all reasonable attorneys' fees. If Mortgagor neglects or refuses to act pursuant to this paragraph, Mortgagee, at its option, (whether electing to declare the entire Secured Indebtedness due and collectible or not, or to pursue other remedies for an Event of Default) may pay for all reasonable attorneys' fees, costs and expenses incurred in any such action. All such payments, bearing interest thereon from the time of payment at the maximum contract rate of interest permitted by law, shall be deemed a part of the Secured Indebtedness and shall be immediately due and payable by Mortgagor to Mortgagee. Notwithstanding any of the above, there is expressly excluded from this indemnification those matters arising out of acts or omissions of Mortgagee.

22. Mortgagee's Rights at any Time, With or Without Consent. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of the Secured Indebtedness, and without notice or consent: (a) release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

23. Mortgagee's Subrogation Rights. Mortgagee shall be subrogated to the lien of any and all prior encumbrances, liens or charges paid and discharged from the proceeds of the Secured Indebtedness, and even though such prior liens may have been released of record, the repayment of the Secured Indebtedness shall be secured by such liens on the portions of the Premises affected thereby to the extent of such payments, respectively.

24. Mortgagor's Failure to Complete Improvements; Abandonment Entire Amount Due or Completion by Mortgagee. Mortgagor covenants and agrees that in the event it shall fail to complete the construction, equipping and furnishing of the improvements to be erected on the Premises hereby mortgaged, in accordance with