

attorneys' fees, with interest thereon at the default rate set forth in the Note until paid, all of which sums, if unpaid, shall be added to and become a part of the debt secured by these presents.

3.09 Incorporation of Construction Loan Agreement, Etc.

At all times prior to the purchase hereof by New England Mutual Life Insurance Company but not thereafter, the disbursement of the proceeds of the loan evidenced by the Note secured hereby shall be subject to the terms and provisions of a Construction Loan Agreement of even date herewith between the Mortgagor and Mortgagee, and, prior to such purchase but only prior to such purchase, the Construction Loan Agreement is incorporated herein by reference, and, if there is any inconsistency between the terms hereof and the terms of the Construction Loan Agreement, the terms of the Construction Loan Agreement shall control. The Mortgagor expressly covenants and agrees that any default under the terms of the Construction Loan Agreement executed this date by and between the Mortgagor and Mortgagee herein shall likewise constitute a Default under this Mortgage and the Note secured hereby. Moreover, it is the express intention of the parties hereto that the terms and obligations of any other documents, instruments, or agreements referred to or incorporated by reference within any of the documents, instruments or agreements mentioned herein shall be considered a part hereof as fully as if set forth herein or expressly incorporated by reference herein.

3.10 No Liability on Mortgagee. Notwithstanding anything contained herein, 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 Mortgagor, whether under the City Lease, the Land Lease or any other lease, under any Contract for Construction, under Contract for Sale, hereunder or otherwise, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from

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