

any and all liability, loss or damage which it may or might incur under or by reason of its 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 herein. The Mortgagee shall not have responsibility for the control, care, management or repair of the Premises nor shall the Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. No liability 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 the right to bring suit founded upon any such liability. Should the Mortgagee incur any such liability, loss or damage, under any of the Leases 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 a reasonable attorneys' fee.

3.11 Execution by Fee Owner. The Fee Owner of the Land herein described joins in the execution hereof for the purpose of subjecting all of its right, title and interest in and to the said Premises to the lien of the within Mortgage; provided, however, that the said Fee Owner, its personal representatives, successors or assigns shall not be liable for any deficiency or other money judgment sought or obtained in any action or proceeding under or for the enforcement of any obligations secured by this Mortgage.

3.12 Exculpation. Nothing elsewhere herein contained to the contrary withstanding, after the transfer and assignment of this Mortgage to New England Mutual Life Insurance Company, but only after such transfer and assignment, in any action or proceeding brought to enforce the obligation of Mortgagor to pay

0 1 3 4

4328 RV-2