

cause a copy of any process, pleading or notice received by the Mortgagor in reference to any such action, defense or claim to be promptly delivered to the Mortgagee. The Mortgagor shall hold in trust all security deposits and advance rent given on account of any Lease, and deposit such security in a bank or trust company and shall not mingle such funds with other funds. The Mortgagor shall repay or apply such funds only in accordance with the provisions of the applicable Leases.

11. No Claims Against the Mortgagee, etc. Nothing contained in this Mortgage shall constitute any consent or request by the Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, or be construed to permit the making of any claim against the Mortgagee in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Mortgage.

12. Sale of Property. Except as otherwise specifically provided for in the Loan Agreement, if the Mortgagor enters into a contract to sell, sells, conveys, alienates, assigns, or transfers the Property, or any part thereof or interest therein in any manner, whether voluntary or involuntary, or by operation of law or otherwise, then the Mortgagee

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