

improvements of the Premises, and the Collateral Account to be held or applied in accordance with the Collateral Agreement.

(i) Performance of Contracts. After Acceleration, Mortgagee may notify any person obligated to Mortgagor on a Contract for Sale to tender performance directly to Mortgagee at the expense of Mortgagor and advance such sums as are necessary or appropriate to satisfy Mortgagor's obligations thereunder.

(j) No Liability on Mortgagee. Notwithstanding anything contained herein, this Mortgage is only intended as security for the Secured Obligations and 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 under or pursuant to any of the Collateral, and Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any of the Collateral or 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 in any of the Collateral. Mortgagee shall not have responsibility for the control, care, management or repair of the Premises nor shall Mortgagee be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss of injury or death to any licensee, employee, tenant or stranger. No liability shall be enforced or asserted against Mortgagee in its exercise of the powers herein granted to it, and Mortgagor expressly waives and releases any such liability. Should Mortgagee incur any such liability, loss or damage, under or by reason hereof, or in the defense of any claims or demands, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the amount thereof, including costs, expenses and reasonable attorneys' fees.

4. General.

(a) Security Agreement. This Mortgage, to the extent that it grants a security interest in personal property (including items or items of personal property which are to become fixtures), shall also be construed as a security agreement under the Uniform Commercial Code as in effect in the state in which the Real Estate is located, and, after Acceleration, Mortgagee shall be entitled with respect to

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