

assignment as if mortgagee had not exercised any option hereunder; but nothing hereinbefore contained shall impair any right of Mortgagee consequent upon any subsequent breach.

(iv) Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and mortgagor shall and does hereby agree to indemnify mortgagee for and to hold mortgagee harmless of and from any and all liability, loss, cost, expense and/or damage which it may or might incur under the Lease or under or by reason of this assignment, 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 the Lease. Should mortgagee incur any such liability, loss, cost, expense and/or damage under the Lease or under or by reason of this assignment or in the defense of any such claims or demands, the amount thereof including costs, expenses, and reasonable attorneys' fees shall be secured hereby and mortgagor shall immediately upon demand reimburse mortgagee therefor, provided that any notice and opportunity to cure required by the Note or this Mortgage and other Security Documents are given.

(c) Upon the payment in full of the Indebtedness and termination and release of this Mortgage, this Assignment shall become and be void and of no effect.

(d) Mortgagee may take or release other security; may release any party primarily or secondarily liable for the Indebtedness; may grant extensions, renewals or indulgences with respect to the Indebtedness and may apply any other security held by it to the satisfaction of the Indebtedness without prejudice to any of its rights hereunder.

(e) Mortgagor shall furnish mortgagee, within thirty (30) days of request in writing by mortgagee, but not more often than quarterly, statements certified by mortgagor, together with a current rent roll in form satisfactory to mortgagee, showing all income received from each tenant and expenses of the Mortgaged Property during the period since the last such certification, or otherwise as mortgagee shall direct. Such rent roll shall include, on a tenant-by-tenant basis, the description of each tenant's space, the name of each tenant, the monthly rent paid, tenant security deposits held, and the expiration date of each such tenant's lease.

(f) Nothing herein contained and no act done or omitted by mortgagee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by it of its rights.

It is the true meaning of this instrument that if mortgagor shall fully perform all the terms, conditions, and covenants of this Mortgage and in the Note secured hereby, that then this Mortgage shall be utterly null and void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage and Security Agreement or has caused the same to be