

- (b) Any accident or injury to or death of persons, or loss of or damage to the use of property, occurring on or about the Property, or any part thereof, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways (except to the extent that the damages are caused by the negligence of the Mortgagee);
- (c) Any use, non-use or condition of the Property or any part thereof, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways;
- (d) Any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage;
- (e) Performance of any labor or services, or the furnishing of any materials or other property in respect of the Property or any part thereof made or suffered to be made by or on behalf of the Mortgagor;
- (f) Any negligence or tortious act on the part of the Mortgagor or any of its respective agents, contractors, lessees, licensees or invitees; or
- (g) Any work in connection with any alterations, changes, new construction or demolition of the Property.

The Mortgagor will pay and save the Mortgagee harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the state in which the Property is located, or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Mortgagee in respect of this Mortgage or the indebtedness secured hereby. All amounts payable to the Mortgagee under this paragraph 43 shall be payable on demand and shall be deemed indebtedness secured by this Mortgage, and any such amounts which are not paid within