

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.

12. No Claims Against 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.

13. Sale of Property. 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 shall have the right, at its option, at any time thereafter to declare the Obligations immediately due and payable. No waiver of this right or delay in the exercise thereof shall operate as a waiver thereof unless the Mortgagee shall have executed and delivered to the Mortgagor a written waiver of such right.