

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 38 shall be payable on demand and shall be deemed indebtedness secured by this Mortgage and any such amounts which are not paid within 10 days after demand therefor by the Mortgagee shall bear interest at the Default Rate from the date of such demand. In case any action, suit or proceeding is brought against the Mortgagee by reason of any such occurrence, the Mortgagor, upon request of the Mortgagee, will, at the Mort-