

42. Notices. All notices, demands, consents, approvals and requests given or required to be given by either party hereto to the other party shall be in writing. All notices, demands, consents, approvals and requests by the Mortgagee to the Mortgagor shall be deemed to have been properly given if personally delivered or sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagor at the address of the Mortgagor hereinabove set forth, or to such other address as the Mortgagor may from time to time designate by written notice to the Mortgagee given as herein required.

All notices, demands, consents, approvals and requests by the Mortgagor to the Mortgagee shall be deemed to have been properly given if personally delivered or sent by U.S. registered or certified mail, postage prepaid, addressed to the Mortgagee at the address of the Mortgagee hereinabove set forth, or to such other address as the Mortgagee may from time to time designate by written notice to the Mortgagor as herein required.

Duplicate copies of all such notices, demands, consents, approvals and requests shall be addressed to the attention of Avrom R. Vann, Esq., 521 Fifth Avenue, New York, New York 10175; and to Sidney J. Silberman, Esq., Kaye, Scholer, Fierman, Hays & Handler, 425 Park Avenue, New York, New York 10022.

Notices, demands, consents, approvals and requests sent by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, approval or request shall be deposited in any post office or branch post office regularly maintained by the United States Government.

43. Indemnification Against Liabilities. The Mortgagor will protect, indemnify, save harmless and defend the Mortgagee from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Mortgagee by reason of:

- (a) Ownership of Mortgagee's interest in the Property;