

thereof from liability thereon, without the prior written consent of the Assignee.

AND IT IS FURTHER AGREED that the Assignor, its successors and assigns, reserves and is entitled to collect the rentals under the said lease unless and until written notice is given to the Tenant or Lessee of a default in the performance or observance of the terms or conditions of said promissory note or in the payment of said debt and interest and reserves (unless and until such notice of default is given) the right to enforce the collection thereof by any appropriate action or proceeding brought in the name of the Assignor. It is further agreed that upon and after the full payment of the aforesaid debt and interest, this assignment shall be rendered null and void and the Assignee shall, upon Assignor's request, execute, acknowledge and deliver to the Assignor such cancellation or satisfaction hereof as may be in proper form for recording.

AND IT IS FURTHER AGREED that the Assignee shall not be responsible in any manner whatever for the control, care or management of said premises, nor for the carrying out of any of the terms and conditions of said lease, and further that the Assignee shall not be responsible for any waste permitted on the premises by the Tenant or Lessee or any sublessee, or liable by reason of any damages or defective conditions of the premises resulting in loss or injury to any Tenant or Lessee or subtenant or other person.