

to any of the rights and remedies possessed by Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any other security therefor owned or held by it may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken hereunder. The remedies provided by this instrument should be cumulative of those provided in the deed of trust, mortgage or deed to secure debt bearing even date herewith given to secure the payment of the note described on Page One hereof, and in the event of a conflict between this instrument and said documents, the terms and provisions of this assignment shall govern.

XI: NONLIABILITY OF ASSIGNEE:

The Assignee shall not be obligated to perform or discharge any obligation under the lease, or under or by reason of this assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the lease; should the Assignee incur any such liability, loss or damage under the lease or under or by reason of this assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at ten percent per annum, shall be secured hereby and by the mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand. Nothing herein contained shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors or assigns be liable because of laches or for failure to collect any of the rents, issues, profits, revenues, rights and benefits, it being expressly understood and agreed by the Assignor that the Assignee shall only be required to account for such sums as are actually collected by Assignee.

XII. SUCCESSORS AND ASSIGNS:

This assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's legal representatives, successors and assigns.

574

4328

INITIAL HERE