

ment, or repair of said premises upon Assignee, nor for the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair, or control of said premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

4. Upon payment in full of the principal sum, interest, and indebtedness secured hereby and by said Note and Mortgage, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter, or statement of any officer, agent, or attorney of Assignee showing any part of said principal, interest, or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. Assignor hereby authorizes and directs the lessees named in said leases or any other or future lessees or occupants of the premises described therein or in said Mortgage upon receipt from the Assignee of written notice to the effect that Assignee is then the holder of said Note and Mortgage and that a default exists thereunder or under the Assignment, to pay over to the Assignee all rents, income, and profits arising or accruing under said Mortgage and to continue so to do until otherwise notified by Assignee.

5. Assignee may take or release other security for the payment of said principal sum, interest, and indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such principal sum, interest, or indebtedness without prejudice to any of its rights under this Assignment.

6. The term "leases" or "said Leases", as used herein, means said leases hereby assigned or any extension or renewal thereof, and any leases subsequently executed during the term of this Assignment covering the premises described in said leases or said Mortgage or any part thereof.

7. Nothing contained in this Assignment, and no act done