

of this assignment and Assignor agrees to indemnify Assignee for, and to hold Assignee harmless from, any liability, loss or damage which may be incurred under the leases or under or by reason of this assignment and from any claims and demands which may be asserted against Assignee by reason of any alleged obligations or undertakings to perform or discharge any of the terms, covenants or agreements contained in the lease. Should Assignee incur any such liability under the lease or under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured by this assignment, and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor to do so Assignee may, at its option, declare all sums secured by this assignment or by the note and mortgage immediately due and payable. And it is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee; 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 the premises.

(d) Upon payment in full of the principal, interest and all other indebtedness secured by this assignment or by the note and mortgage, this assignment shall cease and be of no further effect but the affidavit of Assignee or any officer, agent or attorney of Assignee showing any part of the principal, interest or other indebtedness to remain unpaid shall 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 lessee named in the leases or any other or future lessee or occupant of the premises upon receipt of written notice from the holder of the note and mortgage that a default exists thereunder or under this assignment to pay to the holder all rents, income and profits accruing under the leases or from the premises, and to continue to do so until otherwise notified by the holder.

(e) Assignee may take or release other security for payment of the secured principal, interest or other indebtedness, may release any party primarily or secondarily liable, and may apply any other security held by it to