

perform or discharge, any obligation, duty or liability under the Agreement or under or by reason of this Assignment, and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Agreement or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Agreement.

3. 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 the Assignee showing any part of said principal, interest or indebtedness remains 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. The Assignor hereby authorizes and directs said Mercantile, and any permitted successor and assign of said Mercantile, upon receipt of written notice from the Assignee to pay over to the Assignee all sums and amounts payable by said