

11. WAIVER: The failure of Assignee at any time to avail itself of any of Assignee's rights under the Assignment shall not be construed to be a waiver of any of such rights but Assignee shall have full power and authority to exercise such rights at any time or times that Assignee deems fit.

In accepting this Assignment, Assignee shall in no manner be prejudiced in Assignee's right to foreclose the lien of the Mortgage or in any other right or privilege granted to Assignee by the terms of the Mortgage.

12. RECEIVER FOR PROPERTY: In addition to all of Assignee's other rights hereunder, Assignee shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available to Assignee hereunder, as well as all other rights available at law and in equity in order to fully protect Assignee's interest under this Assignment of Rents, the Note or any other instrument securing the Note.

13. ACCOUNTING: Upon request of Assignee, Landlords shall furnish Assignee with an accounting for Rents collected within three months after the close of each fiscal year of Landlords under the Mortgage.

14. INDEMNITY: Landlords agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which Assignee may incur under a lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under a lease or this Assignment. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in a lease, or otherwise to impose any obligations on Assignee.