

shall be within the sole discretion of mortgagee.

The owners irrevocably consent that the tenants under said leases, upon demand and notice from mortgagee of the owners' default under the aforesaid note, mortgage or other loan documents shall pay the rents, issues and profits under said leases to mortgagee without liability to the tenants for the determination of the actual existence of any default claimed by mortgagee.

The mortgagee shall have the right to assign the owners' right, title and interest in said leases to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After the owners shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the owners' interest in said leases shall be liable to account to the owners for the rents, income and profits thereafter accruing.

A breach of default of any of the terms, provisions, conditions or covenants of this assignment which continues for a period of ten (10) days shall constitute a default under said mortgage, and at the option of said mortgagee, and without notice to owners, all unpaid indebtedness secured by said mortgage shall become immediately due and payable.

The owners agree to indemnify and hold the mortgagee harmless of and from any liabilities, losses or damages which the mortgagee may incur under said leases or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against the mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the mortgagee under the said leases or this assignment. Nothing herein contained shall be construed to bind the mortgagee to the performance of any of the terms and provisions contained in said leases, or otherwise to impose any obligation on the mortgagee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said leases in the event that the tenants shall have been joined as party defendants in any action