

to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises unless said covenant of quiet enjoyment is guaranteed by attornment and non-disturbance agreements between tenants under said leases, the owners herein and mortgagee. Prior to actual entry and taking possession of the premises by the mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should the mortgagee incur any liability mentioned in this paragraph, or loss or damage under said leases or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately upon demand reimburse the mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

The owners covenant and warrant to mortgagee that they have not executed any prior assignment of said leases or rentals, nor have the owners performed any acts or executed any other instrument which might prevent mortgagee from operating under any of the terms and conditions in this assignment, or which would limit mortgagee in such operation; and owners further covenant and warrant to mortgagee that they have not executed or granted any modification whatever of said leases, whether orally or in writing, and that the said leases are in full force and effect according to their original terms, and that there are no defaults now existing under the said leases.

Owners hereby assign any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to mortgagee.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the mortgage, this assignment shall be void and of no effect