

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 the satisfaction of the secured principal, interest or other indebtedness without prejudice to any rights under this assignment.

(f) "Leases" or "the leases" as used in this assignment means the leases hereby assigned and, at the option of the Assignee, any extension or renewal of it and any leases subsequently executed during the term of this assignment covering the premises or any part of them.

(g) Nothing contained in this assignment and no act done or omitted by Assignee pursuant to its terms shall be deemed a waiver by Assignee of any rights or remedies under the note and mortgage, and this

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