

VA 1078-1-14

4. Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and authority are herein granted. Assignee shall be liable only for such cash as it actually receives under the terms hereof; provided, however, that failure of Assignee to do any of the things or exercise any of the rights, interests, power and authorities hereunder shall not be construed to be a waiver of any of such rights, interests, powers and authorities.

5. Prior to actual entry and taking possession of the premises by Assignee, this Assignment shall not operate to place any responsibility or obligation whatsoever upon Assignee. Assignor agrees to protect, indemnify and save harmless Assignee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by Assignee by reason of this Assignment and any claim and demand whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under this Assignment. In the event Assignee incurs any liability, loss or damage by reason of this Assignment, or in the defense of any claims or demands arising out of or in connection with this Assignment, the amount of such liability, loss or damage shall be added to the sums due Assignee secured hereby, shall bear interest at the rate of fifteen percent (15%) per annum from the date incurred until paid and shall be payable on demand; provided, such rate of interest does not violate the usury laws of the state wherein the premises is located and if prohibited, then at the highest legally permissible percent or rate.

6. Assignor agrees to execute upon the request of Assignee any and all instruments requested by Assignee to carry these presents into effect or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with these presents or the premises or furniture.

7. Assignor does hereby warrant and represent that it is entitled to receive said rents, losses or rebates, damages and abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force except to a first mortgagee of the premises and will not at any time during the life of these presents be sold, assigned, transferred or set over by Assignor or by any person or persons whomsoever, without the prior written consent of Assignee; and that Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interests, powers and authorities herein granted and conferred.

8. Assignor does hereby specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the premises to pay all rental to Assignee upon receipt of demand from Assignee to so pay the same.

9. Until such time as the sums due Assignee secured hereby are paid in full, Assignor agrees not to remove or cause to be removed from the premises any of the furniture, except to replace same with furniture of at least like kind and quality.

4328 RV-2