

0132-110

Lease Agreements or under or by reason of this instrument or in defense of any such claims or demands, the amount thereof including reasonable costs, reasonable expenses and reasonable attorneys' fees, shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Note and the Mortgage to be immediately due and payable. This Collateral Assignment of Leases shall not operate to place responsibility upon Assignee for the control, care, management or repair of the premises covered by the Lease Agreement nor for the carrying out of any of the terms and conditions of the Lease Agreements; nor shall it operate to make Assignee responsible or liable for any waste committed on the said premises by the tenants or by any other parties or for any dangerous or defective condition of said premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

6. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Mortgage, and this Collateral Assignment of Leases is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Mortgage. The right of Assignee to collect said principal, interest and any other indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. In the event that any of the terms, covenants, conditions, provisions, or agreements contained in the Note, the Mortgage, or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and