

ditions 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 Assignee and without notice to Assignors, all unpaid indebtedness secured by said Mortgage shall become immediately due and payable.

The Assignors agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which the Assignee may incur under said Lease or by reason of this Assignment, and of and from any and all claims and demand whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking to be performed or discharged by the Assignee under the said Lease or this Assignment. Nothing herein contained shall be construed to bind the Assignee to the performance of any of the terms and provisions contained in said Lease or otherwise to impose any obligation on the Assignee, including, without limitation, any liability under the covenant of quiet enjoyment contained in said Lease in the event that the tenant shall have been joined as party defendant in any action 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. Prior to actual entry and taking possession of the premises by the Assignee, this Assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the Assignee, nor for the carrying out of any of the terms and provisions of said Lease. Should the Assignee incur any liability mentioned in this paragraph, or loss or damage under said Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the Assignors shall immediately upon demand reimburse the Assignee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the Assignee 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.

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