

to Assignee, to let or relet the Mortgaged Premises or any part thereof, cancel or modify any or all of the Leases, evict Tenants, bring or defend any suits in connection with the possession of the Mortgaged Premises in its own name or Assignor's name, and to apply all such rents, issues, and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements and expenses incident to taking and retaining possession of the Mortgaged Premises and the management and operation thereof, and keeping the same properly insured, and (b) all taxes, charges, claims, assessments, water rents and any other liens which may be prior in lien or payment to the obligations of Assignor, and premiums for said insurance, with interest on all such items, and (c) the obligations of Assignor together with all costs and attorney's fees, in such order of priority as to any of such items, as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

6. By accepting this Assignment, Assignee agrees that if it shall upon any such default exercise any option or remedy herein and if such default shall be remedied and all necessary charges and expenses incurred by reason thereof paid, the parties hereto, at Assignee's option, shall each be restored to and reinstated in their respective rights and estates as if a default had not occurred. Assignor shall thereupon hold said Mortgaged Premises subject to said Mortgage and this Assignment as if Assignee had not exercised any option or remedy hereunder; but nothing hereinbefore contained shall impair any right of Assignee upon any subsequent occurrence of a default.

7. Assignee shall not be obligated to perform or discharge nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any or all of the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for and to hold Assignee harmless of and from any and all liability, loss or damage which

WILLIAM H. H. H. H.