

holder of said Note and Mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Owner shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the Owner's interest in said lease shall be liable to account to Owner for the rents, income and profits thereafter accruing.

Owner agrees to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may incur under said lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by Mortgagee under the said lease or this Assignment. Nothing herein contained shall be construed to bind Mortgagee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on Mortgagee. Prior to actual entry and taking possession of the premises by Mortgagee, this Assignment shall not operate to place responsibility for control, care, management or repair of said premises upon Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said lease or under