

Lender shall have the right to assign Borrower's right, title and interest in any such lease to any subsequent holder of the within Mortgage and to assign the same to any person acquiring title to the Property through foreclosure or otherwise. After Borrower shall have been barred and foreclosed of all right, title, interest and equity of redemption in said premises, no assignee of the Borrower's interest in any such lease shall be liable to account to Borrower for the rents, income and profits thereafter accruing.

Borrower agrees to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may incur under any such lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under any such lease or this assignment. Nothing herein contained shall be construed to bind Lender to the performance of any of the terms and provisions contained in any such lease, or otherwise to impose any obligation on Lender. Prior to actual entry and taking possession of the Property by Lender, this assignment shall not operate to place responsibility for control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and provisions of any such lease. Should Lender incur any liability mentioned in this paragraph, or loss or damage under any such lease or under or by reason of this assignment, or in the defense of any such claims or demands, Borrower shall immediately upon demand reimburse Lender for the amount thereof, including costs and expenses and reasonable attorney's fees, and Lender 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.

14. Remedies Cumulative; Marshalling. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Mortgage, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice hereof hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.