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constitute and be deemed to be a default under the terms of said mortgage or deed entitling the Assignee to every and all rights and remedies therein contained, including specifically the right to declare a default thereunder and to elect to sell the property secured thereby, or to forec lose said mortgage.

- 3. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty . or liability under said lease, and should the Assignee incur any liability loss or damage under said lease, or under or by reason of this assignment, the amount thereof, including costs and attorney's fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor upon demand, and the failure so to do shall entitled the Assignee to declare all sums secured hereby immediately due and payable.
- 4. Until the indebtedness secured hereby shall have been paid in full, the Assignor covenants and agrees to keep said demised premises leased at a good and sufficient rental and to transfer and assign to the Assignee any and all later and subsequent leasesupon all or any part of said demised premises and upon the same or substantially the same terms and conditions as herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary.
- 5. Upon the payment in full of all indebtedness secured hereby, this assignment shall become null and void and of no effect, but the affidavit of any officer or loan supervisor of the Assignee showing any part or said indebtedness to remain unpaid shall be conclusive evidence of the validity and continuing force of this assignment, and any person is here by authorized to rely thereon.
- 6. This assignment applies to and invres to the benefit of and binds all parties hereto, their heirs, administrators, executors, successors and assigns.
- 7. The term "lease" as ysed herein means the lease hereby assigned or any extension or renewal of same, or any lease subsequently executed by the Assignor covering the demised premises, or any part thereof.

IN WITNESS WHEREOF we have hereunto set our hands and seals this day and year first above written.

In Presence Of: