

or re-let the Mortgaged Estate or any part thereof; to cancel and modify the Leases; to evict tenants; to bring or defend any suits in connection with the possession of the Mortgaged Estate in its own name or Assignors' name; to make repairs as the Assignee deems appropriate; and to perform such other acts in connection with the management and operation of the Mortgaged Estate as the Assignee, in its discretion, may deem proper.

The receipt by the Assignee of any Rents pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

The Assignee shall not be liable for laches or failure to collect any Rents, and it is understood that the Assignee is to account only for such sums as are actually collected. The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the Leases. The Assignors hereby agree to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of the Leases or from this Assignment, except for liability arising from the Assignee's negligence, acts or omissions. This Assignment shall not place responsibility for the control, care, management or repair of the Mortgaged Estate upon the Assignee, or make the Assignee responsible or liable for any negligence of Assignors in the management, operation, upkeep, repair or control of the Mortgaged Estate resulting in loss or injury or death to any lessee, licensee, employee or stranger.

The Assignors covenant and represent: that the Assignors have full right and title to assign the Leases and the Rents due or to become due thereunder; that the terms of the Leases have not been changed from the terms in the copies of the Leases submitted to the Assignee for approval; that no other assignment of any interest therein has been made other than to the Assignee; that there are no existing defaults under the provisions thereof; and that the Assignors will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of the Assignee.

It is not the intention of the parties hereto that the entry by Assignee upon the Mortgaged Estate under the terms of this instrument shall constitute the Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee.