

hereby waives the right to enter the Property for the purpose of collecting said rents, issues and profits, and the Mortgagor shall be entitled to collect, receive and use said rents, issues and profits, until the occurrence of a default as stated in paragraph 21. The Mortgagor shall, from time to time after request by the Mortgagee, execute, acknowledge and deliver to the Mortgagee, in form satisfactory to the Mortgagee, separate assignments effectuating the foregoing. The Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Mortgagor under any Lease or other agreement affecting all or any part of the Property, and the Mortgagor hereby agrees to indemnify the Mortgagee for and save it harmless from, any and all liability arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such Lease or other agreement shall place the responsibility for the control, care, management or repair of all or any part of the Property upon the Mortgagee, nor make the Mortgagee liable for any negligence in the management, operation, upkeep, repair or control of all or any part of the Property resulting in injury, death or property damage. In addition, in the event of any default under the Loan Documents or with respect to the Obligations, the Mortgagor will pay monthly in advance to the Mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation

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