

12. RECEIVER FOR PROPERTY: In addition to all of Assignee's other rights hereunder. Assignee shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available to Assignee hereunder, as well as all other rights available at law and in equity in order to fully protect Assignee's interest under this Assignment of Rents, the Note or any other instrument securing the Note.

13. ACCOUNTING: Upon request of Assignee, Landlord shall furnish Assignee with an accounting for Rents collected within three months after the close of each fiscal year of Landlord under the Mortgage.

14. INDEMNITY: Landlord agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which Assignee may incur under a lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under a lease or this Assignment. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in a lease, or otherwise to impose any obligations on Assignee.

Prior to actual entry and taking possession of the Property by Assignee, this Assignment shall not operate to place responsibility for control, care, management or repair of the Property upon Assignee, nor for the carrying out of any of the terms and provisions of a lease.

Should Assignee incur any liability mentioned in this section, or loss or damage under a lease or under or by reason of this