

7. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, suits, proceedings, costs, and expenses, including legal fees, howsoever and by whomsoever asserted arising out of or in any way connected with this assignment; and all such claims, suits, proceedings, costs, and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

8. This assignment shall remain in full force and effect as long as the debt to Assignee remains unpaid in whole or in part.

9. The provisions of this instrument shall be binding upon Assignor, its legal representatives, successors or assigns and shall be for the benefit of Assignee, its successors and assigns. The word "Assignor" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by Assignee against the premises; and the term Mortgage of Real Estate shall be construed to mean the instrument securing the said indebtedness, owned and held by Assignee, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

10. The rights granted Assignee under this assignment or other Debt Instrument or allowed it by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure on the part of Assignee to exercise, and no delay in exercising any right shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by Assignee of any right preclude any other or future exercise thereof or the exercise of any other right.

11. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms, covenants and conditions contained in any lease of or relating to the Property or otherwise to impose any obligation upon Assignee with respect to any lease of the Property, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated. Prior to actual entry into and taking possession of the Property by Assignee, this assignment shall not operate to place upon Assignee any responsibility for the operation, control, care, management or repair of the Property, and the execution of this assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

12. It is understood and agreed that a full and complete release of the aforesaid Mortgage of Real Estate shall operate as a full and complete release of all of Assignee's rights and interest hereunder, and that after said Mortgage of Real Estate has been fully released, this instrument shall be void and of no further effect.