

all Assigned Leases hereafter executed and true copies of each agreement or letter affecting the renewal, amendment or modification of any Assigned Lease;

5. Indemnification.

5.1 The Assignor hereby agrees to indemnify and hold the Assignee harmless (a) against and from any and all liability, loss, damage and expenses, including reasonable attorney's fees which it may or shall incur under or in connection with any of the Assigned Leases, or by reason of any of the Obligations, or by reason of any action taken by the Assignee under any of the Obligations (including without limitation any action which the Assignee in its discretion may make to protect its interest in the Mortgaged Premises, including without limitation, the making of advances and the entering into of any action or proceeding arising out of or connected with the Assigned Leases or the Obligations), and (b) against and from any and all claims and demands whatsoever which may be asserted against the Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.

5.2 Should the Assignee incur any such liability, loss, damage, or expense, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum, shall be payable by the Assignor to the Assignee, immediately upon demand, or at the option of the Assignee, the Assignee may reimburse itself therefor out of any rents, issues or profits of the Mortgaged Premises collected by the Assignee.

5.3 Nothing contained herein shall operate or be construed to obligate the Assignee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measures, legal or otherwise, to enforce collection of any of said rents or other payments, or otherwise to impose any obligation upon the Assignee with respect to any of said leases including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained, in the event that any lessee shall have been joined as a party defendant in any action to foreclose the Mortgage and the estate of such lessee shall have been thereby terminated.

5.4 Prior to actual entry into any taking possession of the Mortgaged Premises by the Assignee, this Assignment shall not operate to place upon the Assignee any responsibility for the operation, control, care, management or repair of the Mortgaged Premises, and the execution of this Assignment by the Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Premises is and shall be that of the Assignor prior to such actual entry and taking of possession.

6. Exercise of Remedies. Failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which the Assignee shall have under or by virtue of any other of the Obligations. The rights and remedies of the Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

7. Assignment by Assignee. The Assignee shall have the right to assign to any subsequent holder of the Mortgage, or to any person acquiring title to the Mortgaged Premises, the Assignor's rights, title and interest in any lease hereby or hereafter assigned, subject, however, to the provisions of this Assignment. After the Assignor shall have been barred and foreclosed of all right, title, and interest and equity of redemption in said Mortgaged Premises, no assignee of the

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