

shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants, occupants or any other parties, or for any dangerous or defective condition of the Real Estate, or for any negligence in the management, upkeep, repair or control of the Real Estate, resulting in any loss, injury or death.

4. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this Assignment shall become void, but any affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee which provides that any part of such principal, interest or indebtedness is unpaid, shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs all tenants and occupants of the Real Estate, upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to the Assignee all rents, income and profits arising or accruing from the Real Estate, and to continue to do so until otherwise notified by the Assignee. The Assignor will facilitate in all reasonable ways the Assignee's collection of such rent, income and profits, and upon request, will execute a written notice to each tenant or occupant directing payment to the Assignee.

5. The Assignee may take or release other security for the payment of the principal sum, interest and indebtedness secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to

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