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party shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from any claims by Assignor for all Lease Payments made to Assignee after receipt of such written demand.

5. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let or operate the premises described in the Lease Agreements after the occurrence of any Event of Default or from any other act or omission of Assignee in managing the premises described in the Lease Agreements after the occurrence of an Event of Default unless such loss is caused by the willful misconduct and bad faith of Assignee nor shall Assignee be obligated to perform or discharge any obligations, duty or liability under said Lease Agreements or under or by reason of this instrument. Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from any and all liability, loss or damage which may or might be incurred under the Lease Agreements or under or by reason of this instrument and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, conditions, provisions, covenants or agreements contained in the Lease Agreements, except for the willful misconduct or negligence of Assignee or its agents or employees. Should Assignee incur any such liability under the Lease Agreements or under or by reason of this instrument or in defense of any such claims or demands, the amount thereof including reasonable costs, reasonable expenses and reasonable attorneys' fees, shall be secured hereby; and Assignor shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Note and the Mortgage to be immediately due and payable. This Collateral Assignment of Leases shall not operate to place responsibility upon Assignee for the control, care, management or repair of the premises covered by the Lease Agreement nor for the carrying out of any of the terms and conditions of the Lease Agreements; nor shall

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