

it may or might incur under any or all of the Leases or under 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 obligations or undertakings on its part prior to taking possession of the Mortgaged Premises to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should Assignee incur any such liability, loss or damage under the Leases or under this Agreement, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor so to do Assignee may declare all sums secured hereby immediately due and payable.

8. Assignee shall not be deemed a mortgagee in possession by virtue of collection of rents by the Assignee but rather only by Assignee exercising its option under Paragraph 5 hereof.

9. Upon the payment in full of all indebtedness secured hereby, this Agreement shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, supervisor or attorney of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

10. A demand on a Tenant by Assignee for the payment of the rent under any of the Leases shall be sufficient warrant to said Tenant to make future payments of rent to Assignee without the necessity for further consent by Assignor.

11. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or

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