

STITUTE AND BE DEEMED A DEFAULT OF THE TERMS OF SAID MORTGAGE ENTITLING THE ASSIGNEE TO EVERY AND ALL RIGHTS AND REMEDIES THEREIN CONTAINED, INCLUDING SPECIFICALLY THE RIGHT TO DECLARE DEFAULT THEREUNDER AND TO ELECT TO SELL THE PROPERTY SECURED THEREBY OR FORECLOSE SAID MORTGAGE AS PROVIDED BY LAW.

3. THE ASSIGNEE SHALL NOT BE OBLIGATED TO PERFORM OR DISCHARGE, NOR DOES IT HEREBY UNDERTAKE TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER SAID LEASE OR UNDER OR BY REASON OF SAID ASSIGNMENT, AND ASSIGNOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY TO HOLD ASSIGNEE HARMLESS OF AND FROM ALL LIABILITY, LOSS OR DAMAGE WHICH IT MAY OR MIGHT INCUR UNDER SAID LEASE OR BY REASON OF THIS ASSIGNMENT, AND OF AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER, WHICH MAY BE ASSERTED AGAINST IT BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN SAID LEASE; SHOULD THE ASSIGNEE INCUR ANY SUCH LIABILITY, LOSS, OR DAMAGE UNDER SAID LEASE OR UNDER OR BY REASON OF THIS ASSIGNMENT, OR IN THE DEFENSE OF ANY SUCH CLAIM OR DEMAND, THE AMOUNT THEREOF, INCLUDING ALL COST AND EXPENSES, SHALL BE SECURED HEREBY, AND ASSIGNOR SHALL REIMBURSE ASSIGNEE THEREFOR IMMEDIATELY UPON DEMAND, AND UPON THE FAILURE OF THE ASSIGNOR SO TO DO, THE ASSIGNEE MAY DECLARE ALL SUMS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE.

4. UNTIL THE INDEBTEDNESS SECURED HEREBY SHALL HAVE BEEN PAID IN FULL, ASSIGNOR COVENANTS AND AGREES TO KEEP SAID DEMISED PREMISES LEASED, AT A GOOD AND SUFFICIENT RENTAL AND TO TRANSFER AND ASSIGN TO ASSIGNEE ANY AND ALL SUBSEQUENT LEASES UPON ALL OR ANY PART OF SAID DEMISED PREMISES UPON THE SAME, OR SUBSTANTIALLY THE SAME, TERMS AND CONDITIONS AS HEREIN CONTAINED, AND TO MAKE, EXECUTE, AND DELIVER TO ASSIGNEE UPON DEMAND ANY AND ALL INSTRUMENTS THAT MAY BE NECESSARY THEREFOR.

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