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- 4. Assignee shall have the right to assign its interest in this Assignment subject to the provisions of this instrument. In the event the Assignor shall default upon payment of his obligation to Assignee, the Assignee or any subsequent holder of this interest shall not be liable to account to the Assignor for rents, income and profits thereafter accruing.
- 5. Assignor agrees to indemnify and hold harmless the Assignee of and from any and all liability which Assignee may incur under said Lease by reason of assignment, and of and from any and all claims and demands which may be asserted against Assignee by reason of any alleged obligation of the Assignee under the Lease or Assignment. Prior to actual entry and taking possession by Assignee this Assignment shall not operate to place responsibility for control, care, management or repair of said premises upon Assignee, nor for the performance of any provision of said Lease. Should Assignee incur any liability by reason of said Lease or Assignment, the Assignor shall immediately upon demand reimburse Assignee for the amount thereof, including any attorney's fee and expense incurred.
- 6. Assignor further assigns any interest he may have to any condemnation award if he is entitled to any.
- 7. Upon payment in full of the entire indebtedness, evidenced by promissory note of even date and secured hereby, on or before July 15, 1979, this Assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this Assignment of record.
- 8. In the event the entire obligation is not paid to Assignee on or before July 15, 1979, the Assignee may on the following day enter upon the premises, collect all future rents, pay future payments under the Bond for Title and the Assignor shall from thenceforth be forever barred from any interest in the Bond for Title or Lease described herein.
- 9. The Assignor further covenants and warrants to Assignee that there are no outstanding prior Assignments of said Bond for Title, Lease or rentals, nor has he executed any

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