

for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the premises; and (b) the principal sum, interest, and indebtedness secured hereby and by said Note and Mortgage, together with all costs and attorneys' fees, in such order or priority as to any of the items mentioned in this paragraph number "2" as Assignee in its sole discretion may determine, any statute, law, custom, or use to the contrary notwithstanding. The exercise by Assignee of the option granted to it in this paragraph number "2" and the collection of the rents, income, and profits and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under said Note or Mortgage or under said leases or this Assignment.

3. Assignee shall not be liable for any loss sustained by the Assignor resulting from Assignee's failure to let the premises after default or from any other act or omission of Assignee in managing the premises after default. Nor shall Assignee be obligated to perform or discharge nor does Assignee hereby undertake to perform or discharge any obligation, duty, or liability under said leases or under or by reason of this Assignment, and 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 said leases or under or by reason of this Assignment 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, covenants, or agreements contained in said leases. Should Assignee incur any such liability under said leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do, Assignee may, at its option, declare all sums secured hereby and by said Note and Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, manage-

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