

the terms of the Note and Mortgage. Any reasonable expenditures made by Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate of ten percentum (10%) per annum or the highest legal rate permitted by law, whichever is less, shall become part of the debt secured by these presents and the Mortgage.

Nothing herein contained shall be construed as making the Assignee a mortgagee in possession, or in any way liable as an owner or occupant of the Property, nor shall the Assignee be liable for laches or failure to collect the Rents; the Assignee is to account only for such sums as are actually collected, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment or from any action taken by Assignee hereunder, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible for or liable for any negligence in the management, operation, upkeep, repair or control thereof resulting in loss or injury or death to any person or damage to any property.

This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All of the rights, privileges and obligations hereof shall inure to the benefit of and bind the respective successors and assignees of the parties hereto.

Neither the existence of this Assignment nor the exercise of the Assignee's privilege to collect the Rents, shall be construed as a waiver by the Assignee of the right to enforce payment of the debt hereinabove mentioned, in

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