

charges and expenses, toward the payment of the Note, and any other indebtedness secured by any of the Security Instruments, principal, interest and attorneys' fees, in such order as the Assignee in its discretion may elect. A written demand by the Assignee on each lessee for the payment of rent, income and other benefits which become due under the Leases, after the occurrence of any default or breach of the Assignor claimed by the Assignee, shall be sufficient to warrant such lessee to make all future payments of such rents, income and other benefits directly to the Assignee without the necessity for further consent by the Assignor. Each such lessee shall be entitled to rely upon a written demand by the Assignee for such payment and shall be fully protected from all claims by the Assignor for all payments made to the Assignee after receipt of such written demand. The Assignor hereby authorizes the Assignee to give notice in writing of this assignment at any time to any lessee under any of the Leases.

5. The acceptance of this assignment and the collection of rents or the payments under the Leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Note or the Security Instruments. The receipt by the Assignee of any rent, income or other benefits which become due under the Leases pursuant to this instrument after the institution of foreclosure or sale proceedings under either the Prime Mortgage or the Other Mortgage shall not cure such default or affect such proceedings or any sale pursuant thereto.

6. Anything to the contrary notwithstanding, the Assignor hereby assigns to the Assignee any awards made hereafter to it in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court; and any and all payments made by such lessees in lieu of rent. The Assignor hereby appoints the Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

7. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the premises described in the Leases after default or from any other act or omission of the Assignee in managing the premises described in the Leases after default. The acceptance of this assignment shall not be deemed to impose upon the Assignee any of the obligations or duties of the Assignor provided in any of the Leases, and the Assignor shall comply with and observe its obligations as landlord under all Leases. The Assignor shall and does hereby agree to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this instrument and from any and all claims and demands whatsoever which may be asserted against the 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 the Leases. Should the Assignee incur any such liability under the Leases or under or by reason of this instrument or in defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees shall be secured hereby; and the Assignor shall reimburse the Assignee therefor immediately upon demand, failing which the Assignee may, at its option, declare all indebtedness secured by the Note and by the Security Instruments to be immediately due and payable.