

collection thereof, toward the payment of the Note, and any other indebtedness secured by the Mortgage, in such order as Assignee in its discretion may elect. A written demand by Assignee on each lessee for the payment of any Lease Payments under the Lease Agreements after the occurrence of any Event of Default shall be sufficient to warrant such lessee or other party to make all future payments of such Lease Payments directly to Assignee without the necessity for further consent by Assignor. Each such lessee or other party shall be entitled to rely upon a written demand by Assignee for such payment and shall be fully protected from any claims by Assignor for all Lease Payments made to Assignee after receipt of such written demand.

5. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let or operate the premises described in the Lease Agreements after the occurrence of any Event of Default or from any other act or omission of Assignee in managing the premises described in the Lease Agreements after the occurrence of an Event of Default unless such loss is caused by the willful misconduct and bad faith of Assignee nor shall Assignee be obligated to perform or discharge any obligations, duty or liability under said Lease Agreements or under or by reason of this instrument 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 the Lease Agreements or under or by reason of this instrument 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, conditions, provisions, covenants or agreements contained in the Lease Agreements, except for the willful misconduct or negligence of Assignee or its agents or employees. Should Assignee incur any such liability under the

*[Handwritten signature]*