

said Mortgage as provided by law, and to demand and receive all rents received by Assignor subsequent to such default.

4. That Assignee shall not be obligated to perform or discharge any obligation, duty or liability by reason of the Leases or this Assignment, and Assignor does hereby agree to indemnify and to hold Assignee harmless from any and all liability, loss or damage which it may incur by reason of said Leases or this Assignment and from any alleged obligations on its part to perform any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability, loss or damage by reason of the Leases or this Assignment, all costs, expenses and reasonable attorneys' fees incurred in the defense thereof, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand. Upon the failure of Assignor to do so, Assignee may declare all sums secured hereby immediately due and payable.

5. That until the indebtedness secured hereby has been paid in full, Assignor covenants and agrees to keep the leased premises leased at a sufficient rental and to transfer and assign to Assignee any and all later Leases upon the same or substantially the same terms and conditions as are herein contained and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor.

6. That upon the payment in full of all indebtedness secured hereby, this Assignment shall become void and of no effect, but the affidavit of any officer of Assignee showing that a portion of said indebtedness remains unpaid shall be sufficient evidence of the validity, effectiveness and continuing force of this Assignment.

7. That the acquisition by any of the tenants in any manner whatsoever of the fee simple title to any portion of the leased premises shall not constitute a merger of the leasehold estate with the fee simple title.

8. That this Assignment inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Assignment whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely.

9. That all notices, demands or documents of any kind which Assignee may serve upon Assignor may be served by delivering the same to an officer of the Assignor personally, or by leaving a copy of such notice, demand or document addressed to Assignor at its address appearing herein, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at said address.

10. That Assignee may take or release other security, may release any party liable for any indebtedness secured hereby, may grant extensions or renewals with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted herein shall be deemed

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