

attorneys' fees and expenses) imposed upon or incurred by Assignee by reason of this Assignment and any claim and demand whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under this Assignment. In the event Assignee incurs any liability, loss or damage by reason of this Assignment, or in the defense of any claims or demands arising out of or in connection with this Assignment, the amount of such liability, loss or damage shall be added to the sums due Assignee secured hereby, shall bear interest at the rate of fifteen percent (15%) per annum from the date incurred until paid and shall be payable on demand; provided, such rate of interest does not violate the usury laws of the state wherein the premises are located and if prohibited, then at the highest legally permissible percent or rate.

6. Assignor agrees to execute upon the request of Assignee any and all instruments requested by Assignee to carry these presents into effect or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with these presents or the premises or furniture.

7. Assignor does hereby warrant and represent that it is entitled to receive said rents, losses or rebates, damages and abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force except to a first mortgagee of the premises and will not at any time during the life of these presents be sold, assigned, transferred or set over by Assignor or by any person or persons whomsoever, without the prior written consent of Assignee; and that Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interests, powers and authorities herein granted and conferred. Assignor warrants that it has not and will not collect rent in advance from any tenant in excess of the rent for the fractional part of any current month plus the first full following month.

8. Assignor does hereby specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the premise to pay all rental to Assignee upon receipt of demand from Assignee to so pay the same.

9. Until such time as the sums due Assignee secured hereby are paid in full, Assignor agrees not to remove or cause to be removed from the premises any of the furniture, except to replace same with furniture of at least like kind and quality.

10. This Assignment shall in no way operate to prevent Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage.

11. This Assignment shall inure to the benefit of Assignee and any subsequent lessor under the Mortgage and shall be binding upon Assignor and its legal representatives, successors and assigns.

12. Notwithstanding anything herein to the contrary, it is understood and agreed that this Assignment shall not be effective and no right or power granted hereunder shall be exercised unless and until a default shall occur in the performance or payment of obligations or sums due Assignee under the Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing obligations or sums due Assignee, or any extension thereof (except as provided in Paragraph 13 hereof) and that nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Mortgage or under any other instrument now or hereafter evidencing, securing or otherwise relating to the obligations or sums due Assignee.