

said Mortgagee, and without notice to owner, all unpaid indebtedness secured by said mortgage shall become immediately due and payable.

The owner agrees to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which the Mortgagee may incur under said leases or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the Mortgagee under the said lease or this assignment. Nothing herein contained shall be construed to bind the Mortgagee to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on the Mortgagee, including, without limitation, any liability under the covenants of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the Mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the Mortgagee, nor for the carrying out of any of the terms and provisions of said lease. Should the Mortgagee incur any liability mentioned in this paragraph, or loss or damage under said leases or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately upon demand reimburse the Mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the Mortgagee may retain possession and collect the rents, income, and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

The owner covenants and warrants to the Mortgagee that it has not executed any prior assignments of said lease or rental, nor has the owner performed any acts or executed any other instrument which might prevent the Mortgagee from operating under any of the terms and conditions of this assignment, or which would limit the Mortgagee in such operation; and owner further covenants and warrants to Mortgagee that it has not