

lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent MORTGAGEE, its successors and assigns, from operation under any of the terms and conditions of this assignment, or which would limit MORTGAGEE, its successors and assigns, in such operation; and OWNER further covenants and warrants to MORTGAGEE, its successors and assigns that it has not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. OWNER further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon OWNER so as to prevent any termination of the lease because of a default by OWNER.

OWNER irrevocably consents that the tenant under said lease, upon demand and notice from MORTGAGEE, its successors and assigns, of OWNER'S default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to MORTGAGEE, its successors and assigns, without liability to the tenant for the determination of the actual existence of any default claimed by MORTGAGEE, its successors and assigns.

MORTGAGEE, its successors and assigns, shall have the right to assign the OWNER'S right, title and interest in said lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After OWNER shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the OWNER'S interest in said lease shall be liable to account to OWNER for the rents, income and profits thereafter accruing.

OWNER agrees to indemnify and hold the MORTGAGEE, its successors and assigns, harmless of and from any and all liability, loss or damage which MORTGAGEE, its successors and assigns, may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against MORTGAGEE, its successors and assigns, by reason of any alleged obligation or undertaking to be performed or discharged by MORTGAGEE, its successors and assigns, under the said lease or this assignment. Nothing herein contained shall be construed to bind MORTGAGEE, its successors and assigns, to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on MORTGAGEE, its successors and assigns. Prior to actual entry and taking possession of the premises by MORTGAGEE, its successors and assigns, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon MORTGAGEE, its successors and assigns, nor for the carrying out of any of the terms and provisions of said lease. Should MORTGAGEE, its successors and assigns, incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or

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