

3. If upon any such default or breach, the Lender shall exercise its option herein, and if such default or breach shall be remedied and all necessary charges and expenses incurred by reason thereof paid, the parties hereto shall each be restored to and reinstated in their respective rights and estates as if a default or breach had not occurred. Assignor shall thereupon hold the premises subject to the Mortgage and this assignment as if the Lender had not exercised any option hereunder; but nothing hereinbefore contained shall impair any right of the Lender consequent upon any subsequent breach.

4. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Lender for and to hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should the Lender incur any such liability, loss or damage under said Lease or under or by reason of this assignment or in the defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees shall be secured hereby and Assignor shall reimburse the Lender therefor immediately upon demand, and upon the failure of Assignor so to do the Lender may declare all sums secured hereby immediately due and payable, provided that any notice and opportunity to cure required by the Note or Mortgage are given.

5. Upon the payment in full of all indebtedness secured hereby, this assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer, supervisor or attorney of the Lender showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence (except in an action between Assignor and the Lender or its assigns) of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon. A demand on the tenant by the Lender for the payment of the rent on any default claimed by the Lender shall be sufficient warrant to said tenant to make future payments of rent to the Lender without the necessity for further consent by the Assignor.

6. The Lender may take or release other security; may release any party primarily or secondarily liable for any indebtedness secured hereby; may grant extensions, renewals or indulgences 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.

7. The term "Lease" as used herein means the Lease hereby assigned, if any, or any extension or renewal thereof, and any lease subsequently executed by Assignor covering the demised premises above-described or any part thereof.

8. Nothing herein contained and no act done or omitted by the Lender pursuant to the powers and right granted it herein shall be deemed to be a waiver by the Lender of its