

thereof as herein provided shall not be deemed a discharge of any default by Assignor under said leases or under said leases or this Assignment.

3. Assignee shall not be liable for any loss sustained by the Assignor resulting from Assignee's failure to let the premises after default or from any other act or omission of Assignee in managing the premises after default. Nor shall Assignee be obligated to perform or discharge nor does Assignee hereby undertake to perform or discharge any obligation, duty, or liability under said leases or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss, or damage which may or might be incurred under said leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in said leases. Should Assignee incur any such liability under said leases or under or by reason of this Assignment or in 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 Assignee therefor immediately upon demand and upon the failure of Assignor so to do, Assignee may, at its option, declare all sums secured hereby and by said Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management, or repair of said premises upon Assignee, nor for the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair, or

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