

and do any act which Heller deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, income, issues and profits, including those due and unpaid, and, at the sole discretion of Heller, apply same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby. The entering upon and taking possession of said property, the collection of such rents, income, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under the mortgage or invalidate any act done pursuant to such notice.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the mortgage entitling Heller to every and all rights and remedies therein contained, including specifically the right to declare a default thereunder said mortgage as provided by law.

3. Upon the payment in full of all indebtedness secured hereby, this assignment shall become null and void and of no effect.

4. This assignment applied to, inures to the benefit of, and binds all parties hereto, their heirs, successors and assigns.

5. This assignment is cumulative and in addition to the mortgage above mentioned and any other security instrument.

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