

5. Should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the lessor in the Lease contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorney's fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate of ten per cent (10%) per annum, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.
6. The Assignor will not sell, convey or further encumber the fee title to the leased premises or the rents payable under the Lease without the prior written consent of the Assignee.
7. This assignment is effective immediately. As such, Assignor hereby directs ARA Services, Inc. to pay all rentals and other sums that may hereafter become due in respect of the Lease to Assignee or to such of the representatives of Assignee as Assignee shall designate by written request to lessee, commencing with rental next due and payable and continuing until the Mortgage indebtedness is paid in full or until Assignee shall have notified lessee, in writing, to discontinue such payments. All such rentals and other sums shall be held without allowance of interest, and shall be applied to the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the Assignee:
- (a) to the payment of principal and interest on the note secured by the Mortgage as and when the same become due and payable;
  - (b) to the payment of all other sums due Assignee or otherwise payable by the Assignor under the note and Mortgage or under the provisions of this lease assignment; and
  - (c) any amounts not applied as above provided will be refunded annually to Assignor, provided no default then exists in any term or condition of the Mortgage or in the note evidencing said indebtedness or in this assignment.

Assignor shall have no right or claim of any nature against the lessee in the Lease for any rents or other sums so paid by lessee to the Assignee or to the representatives of Assignee under this assignment.

8. At its sole option, Assignee shall have the right, in its own name, to enforce performance by the lessee under the Lease and to sue for and receive all rents and other sums payable thereunder, and apply the same, less cost and expenses of collection, including reasonable attorney's fees, as hereinabove provided. Assignor hereby irrevocably appoints Assignee his attorney in fact to indorse all checks, money orders or other paper evidencing rents under the Lease herein assigned, on which Assignor appears as a payee thereof.
9. After any default by the Assignor in the payment of said indebtedness or in the performance of any obligation or covenant of the Assignor herein or in the Mortgage or any other instrument securing said indebtedness, the Assignee, at its option, may enter upon the leased property for the