

Upon or at any time after default in the payment of the indebtedness presently secured hereby (and any future indebtedness approved in writing by Assignor) or in the observance or performance of any obligation, covenant or warranty set forth herein or in the Security Instruments, Noteholder, at its option, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies:

(a) to terminate the license hereby granted to Assignor to collect the Rents as aforesaid, and, without taking possession, in Noteholder's own name, to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and reasonable costs and expenses of collection, including reasonable attorney's fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Noteholder, upon the indebtedness secured hereby and in such order as Noteholder may determine; (b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies provided for in the Note, the Security Instruments, or under the terms hereof; and (c) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver to be appointed by court, and irrespective of Assignor's possession, to enter upon, take possession of, manage and operate the Mortgaged Properties or any part thereof; make, modify, endorse, cancel or accept surrender of any Lease; remove and evict any lessee; increase or reduce rents; decorate, clean and make repairs; and otherwise do any act or incur any cost or expense as Noteholder shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply any funds so collected to the operation

PERRY, PATRICK, FARMER & MICHAUX, CHARLOTTE, N. C.