

general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in said lease contained; and in exercising any such powers to pay necessary costs and expenses; employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at six (6%) per cent per annum.

B. It is mutually agreed that:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said deed to secure debt or lease contained, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or in said lease contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by Court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, cancel, enforce, modify leases, obtain and evict tenants and fix or modify rents and do any acts which the Assignee 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, issues and profits, and apply the same, less cost and expense of collection, including attorney's fees, upon any indebtedness secured hereby and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, 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 said deed to secure debt 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 said mortgage entitling the

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Assignment of Lease and Lessor's Interest Therein