The tenants thereof are hereby authorized to make the payments due under the terms of their leases, whether written or oral, in accordance therewith, without requiring proof of any such Default.

A breach or default of any of the terms, provisions, conditions or covenants of this Assignment which continues for a period of ten (10) days shall constitute a default under the Mortgage, and at the option of Assignee, and without notice to Landlord, all unpaid indebtedness secured by the Mortgage shall become immediately due and payable.

7. OPERATE AND MANAGE: Having taken possession as aforesaid, without any limitation of any of the rights of Assignee, Assignee may in its own name, as Assignee, operate and manage the Property by its officers, agents or employees, and shall be entitled to collect and receive all Rents due therefrom. Assignee may use such measures as Assignee may deem necessary or proper to enforce the payment of such Rents to secure possession of any part of the Property and bring or defend any legal action in connection with the Property as Assignee may deem proper.

Assignee may, from time to time, make all necessary or proper repairs, replacements, and alterations to the Property as Assignee may deem judicious.

Assignee may insure and reinsure the same. Assignee may execute documents directly related to the operation and management of the Property in Landlord's name.

Assignee may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to Assignee may seem fit, including leases for terms expiring after the maturity of the Note.

Assignee may cancel or alter any lease for any cause which would entitle the Landlord to cancel or alter such lease.

8. APPLICATION OF FUNDS: After deducting the expenses of managing and operating the Property and all maintenance, repairs, replacements and alterations and all payments which may be made for special assessments and general real estate taxes, insurance, and prior or proper charges on the Property or any part thereof or appurtenances thereto, including fair and reasonable compensation for attorneys and for agents employed by Assignee

328 RV-21

Oi

M

せい