

5. Fail to comply with all of the terms, conditions and covenants of a lease imposed upon Landlord so as to permit any termination of a lease because of a default by Landlord; or

6. Permit the payment of rent in any medium other than lawful money of the United States.

Any of the above acts, if done without the written consent of Assignee, shall be null and void.

12. WAIVER: The failure of Assignee at any time to avail itself of any of Assignee's rights under the Assignment shall not be construed to be a waiver of any of such rights but Assignee shall have full power and authority to exercise such rights at any time or times that Assignee deems fit.

In accepting this Assignment, Assignee shall in no manner be prejudiced in Assignee's right to foreclose the lien of the Mortgage or in any other right or privilege granted to Assignee by the terms of the Mortgage.

13. RECEIVER FOR PROPERTY: In addition to all of Assignee's other rights hereunder, Assignee shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available to Assignee hereunder, as well as all other rights available at law and in equity in order to fully protect Assignee's interest under this Assignment of Rents, the Note or any other instrument securing the Note.

14. ACCOUNTING: Upon request of Assignee, Landlord shall furnish Assignee with an accounting for Rents collected within three months after the close of each fiscal year of Landlord under the Mortgage.

15. INDEMNITY: Landlord agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which Assignee may incur under a lease or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under a lease or this Assignment. Nothing herein contained shall be construed to bind Assignee to the performance of any of the terms and provisions contained in a lease, or otherwise to impose any obligation on Assignee.

Prior to actual entry and taking possession of the Property by Assignee, this Assignment shall not operate to place responsibility for control, care, management or repair of the property upon Assignee, nor for the carrying out of any of the terms and provisions of a lease.

Should Assignee incur any liability mentioned in this section, or loss or damage under a lease or under or by reason of this Assignment, or in the defense of any such claims or demands, Landlord shall immediately upon demand reimburse Assignee for the amount thereof, including costs and expenses and reasonable attorney's fee, and Assignee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

16. SUCCESSORS: This Assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Assignee may assign Assignee's rights under this Assignment subject to the provisions hereof to any person of Assignee's choosing and such third party shall have all the powers and rights of Assignee hereunder.

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