in any court proceeding involving the lease in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by leased in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

Assignor, in the event of default in the performance of any of the terms and conditions of said Note and Mortgage and after the expiration of any applicable notice or grace period hereby authorizes Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said lease, to let or re-let Premises or any party thereof, to cancel and modify the lease, evict the tenant, bring or defend any suits in connection with the possession of the Premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Assignee, in its discretion, may deem proper.

The receipt by Assignee of any rents, issues or profits pursuant to this instrument after the institution of proceedings under said Deed shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under said lease, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liabilities arising from said lease or from this Assignment, and this Assignment shall not place responsibility for the control, care, management, or repair of premises upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair, or control of Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Assignor covenants and represents that Assignor has full right and title to assign said lease and the rents, income, and

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