shall cease and terminate. Entry upon and taking possession of the property and the collection of the rents and the application thereof, as aforesaid, shall in no wise operate to cure or waive any default under any other instrument given by Borrower to Lender, or prohibit the taking of any other action by Borrower under any such instrument or at law or in equity to enforce payment of the indebtedness secured by Lease or to realize on any other security.

Borrower further agrees that:

1. Should Borrower fail to perform or observe any covenant or comply with any condition contained in the Lease, then Lender, but without obligation to do so and without notice to or demand on Borrower or releasing Borrower from its obligation to do so, may perform such covenant or condition and, to the extent that Lender shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the same rate as the interest rate of the note secured by this Assignment.

2. No action taken by Borrower or Lender shall cause or permit the estate of any Lessee under any Lease to merge with Borrower's reversionary interest.

3. Lender shall not be obligated to perform or discharge any obligation of Borrower under Lease, and Borrower agrees to indemnify and hold Lender harmless against any and all liability loss or damage which Lender may incur under the Lease or under or by reason of this assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Lender under this assignment or under Lease.

The parties agree that wherever used in this assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Borrower" and "Lender" shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other