to manage and operate the Property, and, after placing in the escrow deposit account of the Landlord all monies required to be deposited in said account under the terms of the Mortgage, Assignee may apply any and all remaining funds to the payment of the unpaid interest and principal secured by the Mortgage or to the payment of any indebtedness found due the Assignee in any proceeding brought to foreclose the lien of the Mortgage or to the payment of any deficiency decree which may be entered in any such proceeding.

9. ASSIGNEES'S OPTION: Assignee is given the right to exercise the powers and authorities herein contained at Assignee's option, in the event of Default, but shall not be required to exercise such powers and authorities and shall not be held responsible for diligence in the performance of anything done pursuant to such powers and authorities, but shall only be held liable for proper application of funds actually received as Rents from the Property. Assignee shall not be liable for failure to collect Rents. After Landlord shall have been barred and foreclosed of all right, title and interest and equity of redemption in the Property, Assignee shall not be liable to account to Landlord for the Rents thereafter received.

10. REPRESENTATIONS: Landlord hereby represents, covenants and warrants to Assignee that Landlord has not, except as the same has been explained to Assignee in writing:

1. Executed any prior assignment of leases or rents;

2. Performed any acts or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment, or which would limit Assignee in such operation;

3. Accepted Rents for more than thirty (30) days in advance of the due date thereof;

4. Received knowledge of a lease default by any tenant; or

5. Executed or granted any modification of any lease, either orally or in writing.

11. LANDLORD'S COVENANTS: Landlord does hereby covenant and agree that during the term of this Assignment, Landlord will not without the written consent