

1978-19

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever, upon and subject to the following terms and conditions:

1. Assignor irrevocably constitutes and appoints Assignee its true and lawful attorney in its name and stead: (a) to collect any and all of said rents, security deposits, replacement reserves, losses or rebates, damages and abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, security deposits, replacement reserves, losses or rebates, damages, abatements and any security given in connection therewith; (c) to secure and maintain the use and possession of the premises and the furniture, and any part thereof; (d) to fill any and all vacancies and to rent, lease and let the premises and the furniture, and any part thereof, at its discretion; (e) to order, purchase, cancel, modify, amend and in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or issued in connection with the whole or any part of the premises or furniture and to adjust any loss or damage thereunder and to bring suit at law or in equity therefor and to execute and render any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the premises for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute any and all instruments deemed by Assignee to be necessary or appropriate in connection therewith.

2. Assignee is hereby granted full power and authority to use and apply said rents, losses or rebates, damages and abatements to the payment of any and all sums due Assignee and liability of Assignor, whether now existing or hereafter to exist; to the purchase of such furniture as may be deemed necessary or advisable by Assignee; to the payment of all expenses in the care and management of the premises, (including the management of the premises by and payment of a management fee to a company affiliated with the Assignee) including such repairs, alterations, additions and improvements to the premises and the furniture as may be deemed necessary or advisable by Assignee; to the payment of attorneys' fees, court costs, labor, charges and expenses incurred in connection with any and all things which Assignee may do or cause to be done by virtue hereof; to the payment of the sums due Assignee and performance of all terms and conditions of the Mortgage; or to any of the foregoing.

3. Assignee is hereby granted full power and authority to make contracts for the care and management of the whole or any part of the premises and furniture, in such form and providing for such compensation as may be deemed advisable by Assignee, and for the performance or execution of any or all of these presents; to do, execute, perform and finish for Assignor and in its name all and singular those things which shall be necessary or advisable in and about the premises and furniture as thoroughly, amply and fully as Assignor could do concerning the same, being personally present; and to exercise at any and all times each and every right, privilege and power herein granted, without notice to Assignor (including the management of the premises by and payment of a management fee to a company affiliated with the Assignee).