

and management of the Mortgaged Properties, but in such order as Noteholder shall deem proper, and including payment of reasonable management, brokerage and attorney's fees, payment of any indebtedness evidenced by the Note or arising under the terms of the Security Instruments, and the maintenance, without interest thereon, of a reserve for replacement.

The collection of the Rents and application thereof as aforesaid and the entry upon, and taking possession of, the Mortgaged Properties shall not cure or waive any default or waive, modify or affect any notice of default under the Note, the Security Instruments or hereunder, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Noteholder, once exercised, shall continue for so long as Noteholder shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for a time the original default. If Noteholder shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

This assignment shall remain in effect as long as any part of the indebtedness evidenced by the Note or arising under the terms of the Security Instruments remains unpaid, and upon payment in full of said indebtedness this assignment shall become and be void and of no effect.

Assignor's execution hereof and the agreements herein contained, shall not be construed to constitute an agreement by Assignor to assume or to agree to pay the indebtedness hereby secured (or any part thereof) nor, except as stated in the following proviso hereof, shall Assignor be liable to Noteholder for damages or other compensation as a result of the breach of