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hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, and apply the same, less cost and expense of collection, including attorney's fees, upon any indebtedness secured hereby and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said deed to secure debt or invalidate any act done pursuant to such notice.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of said mortgage or deed of trust entitling the Assignee to every and all rights and remedies therein contained, including specifically the right to declare a default thereunder and to elect to sell the property secured thereby, or foreclose said deed to secure debt.

3. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said lease, and should the Assignee incur any liability, loss or damage under said lease or under or by reason of this assignment, the amount thereof, including costs and expenses and attorney's fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

4. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep said demised premises leased at a good and sufficient rental and to transfer and assign to the Assignee any and all later subsequent leases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to