

5) Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation or agreement herein or in said mortgage instrument or lease contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, in person or by agent, with or without bringing any action or proceeding, or by a Receiver to be appointed by Court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, cancel, enforce, modify or alter leases, obtain, evict tenants and fix or modify rents and may do any act which the Assignee herein deems proper to protect said security, and either with or without taking possession of said property, in its own name sue for and/or otherwise collect and receive such rents, and apply the same, less costs and expenses, including attorney's fees, upon any indebtedness secured hereby. The entering upon and taking possession of said property, the collection of such rents, and the application thereof, as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said mortgage instrument or invalidate any act done pursuant to such notice. Any default by me 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 instrument, entitling the said Assignee to every and all rights therein contained, including specifically the right to declare a default thereunder, to elect to sell the property secured thereby, or to foreclose said mortgage instrument.

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6) 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, expenses and attorneys' fees, shall be secured hereby and I agree to reimburse said Assignee therefor immediately upon demand and upon failure so to do, the Assignee may declare all sums secured hereby immediately due and payable.

7) Until the indebtedness secured hereby shall have been paid in full, I agree and covenant 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 terms and conditions as herein contained.