

terms, provisions or conditions of the mortgage, deed of trust or deed to secure debt which secures said indebtedness, the Assignee may, at its option, without notice (and irrespective of whether Declaration of Default under any deed of trust has been delivered to the trustee thereunder) and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, take any of the following actions:

- (a) Enter upon, take possession of, and operate the premises;
- (b) Make, enforce, modify and accept the surrender of leases;
- (c) Obtain and evict tenants;
- (d) Fix or modify rents;
- (e) Perform any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full; and
- (f) Sue for or otherwise collect and receive in its own name all rents, issues and profits, including those past due and unpaid and apply the same less costs and expenses of operation and collection including reasonable attorneys' fees upon any indebtedness secured hereby in such order as the Assignee may determine.

Any income received from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor secured hereby, including any accelerated indebtedness, and of the amount estimated by the Assignee to be necessary to meet such obligations for the subsequent six months' period shall be paid over by the Assignee to the Assignor promptly after the expiration of each six months' period following the date of such entry. 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 be deemed to cure or waive any default or to waive, modify or affect any notice of default given under any of the loan documents or to invalidate any act done pursuant to any such notice.

X. COORDINATION WITH OTHER LOAN DOCUMENTS:

Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and acts granted herein shall be deemed to be a waiver by Assignee of any of its rights and remedies under the above described note, mortgage, deed of trust, deed to secure debt or other security instruments given to secure the payment of said note, and this assignment is made and accepted without prejudice

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