

effectuate that assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Mortgaged Property or any part thereof, the terms of their respective leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of any demand therefore by Assignee any right to request from the lessee under any of the leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Mortgaged Property or any part thereof; and (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the rate of nine (9%) percent per annum.

5. Should Assignor fail to make any payment or to do any act as herein provided, then Assignee may, but shall not be obligated to, make or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the lessor in the leases of the Mortgaged Property, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorney's fees, all at the expense of Assignor.

(b) Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any leases, by reason of this Assignment, and Assignor shall indemnify and hold Assignee harmless from all liability, loss or damage which it may incur under any leases or by reason of this Assignment and from all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations on its part to perform or discharge any of the terms, covenants or agreements contained in any leases of the Mortgaged Property. Should Assignee incur such liability, loss or damage under any leases or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the rate of nine percent (9%) per annum immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) Assignor does further specifically authorize and instruct each lessee of any part of the Mortgaged Property to pay all unpaid rental to Assignee upon receipt of demand from Assignee to so pay the same, and Assignor hereby waives any right, claim or demand it may now or hereafter have against any such lessee by reason of such payment to Assignee or compliance with other requirements of Assignee pursuant to this Agreement.

6. At any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage, Assignee may, at its option, without notice, and without regard to the adequacy of the security for the indebtedness hereby secured, with or without bringing any action or proceeding, or by a receiver to be appointed by a Court, enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of the property, in the name of Assignor or in its own name sue for or otherwise collect and receive