

(d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rent to Assignee without the necessity for further consent by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any tenancy 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 of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

#### Default

Upon or 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, either in person or by agent 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 said property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including but not being limited to reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more moneys than it actually receives from the Mortgaged Property. The entering upon and taking possession of said property or the collection of such rents, issues, profits and advances and the application thereof as aforesaid, shall not cure or waive any default under the Mortgage or the Note, and Assignee may continue to so possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

#### Assignee's Right to Exercise Remedies

No remedy conferred upon or reserved to Assignee herein or in the Mortgage or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all warrants herein and in the Note and the Mortgage contained, shall be cumulative and concurrent, and shall be in addition