

4. SPECIFIC ASSIGNMENTS: Assignee reserves the right to request and Landlord agrees to furnish separate assignments, on Assignee's Assignment of Lease form, of specific leases in which event the terms and conditions of this Assignment shall no longer apply to the lease or leases specifically assigned nor to that part of the Property leased thereby.

5. PERMISSION; Notwithstanding that this instrument is a present assignment of Rents, Landlord has permission to collect Rents and manage the Property and improvements thereon the same as if this Assignment had not been given, if and so long only, Landlord shall not be in any default whatever with respect to the payments of principal and/or interest due on the Note, or in the performance of any other obligation or covenant under the Note and/or Mortgage (herein called "Default"), but this permission terminates automatically on the occurrence of a Default.

6. RIGHTS ON DEFAULT - POSSESSION: In the event of Default, whether before or after the Note is declared to be due and payable, or whether before or after the institution of any proceedings to foreclose the lien of the Mortgage, or whether before or after the entry of any decree of sale or deficiency in said proceedings, Landlord will, upon demand, surrender to Assignee and the Assignee shall be entitled to take possession of the Property, including its books, and records and Landlord's furniture, appliances, equipment, and other appurtenances.

The tenants thereof are hereby authorized to make the payments due under the terms of their leases, whether written or oral, in accordance therewith, without requiring proof of any such Default.

A breach or default of any of the terms, provisions, conditions or covenants of this Assignment which continues for a period of ten (10) days shall constitute a default under the Mortgage, and at the option of Assignee, and without notice to Landlord, all unpaid indebtedness secured by the Mortgage shall become immediately due and payable.

7. OPERATE AND MANAGE: Having taken possession as aforesaid, without any limitation of any of the rights of Assignee, Assignee may in its own name, as Assignee, operate and manage the Property by its officers, agents or employees, and shall be entitled to collect and receive all Rents due therefrom. Assignee may use such measures as Assignee may deem necessary or proper to enforce the payment of such Rents to secure possession of any part of the Property and bring or defend any legal action in connection with the Property as Assignee may deem proper.

Assignee may, from time to time, make all necessary or proper repairs, replacements, and alterations to the Property as Assignee may deem judicious.

Assignee may insure and reinsure the same. Assignee may execute documents directly related to the operation and management of the Property in Landlord's name.

Assignee may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to Assignee may seem fit, including leases for terms expiring over the maturity of the Note.

Assignee may cancel or alter any lease for any cause which would entitle the Landlord to cancel or alter such lease.

8. APPLICATION OF FUNDS: After deducting the expenses of managing and operating the Property and all maintenance, repairs, replacements and alterations and all payments which may be made for special assessments and general real estate taxes, insurance,

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