

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 Landlords' names.

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 after the maturity of the Note.

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

7. 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, any prior or proper charges on the Property or any part thereof or appurtenances thereto, including fair and reasonable compensation for attorneys and for agents employed by Assignee to manage and operate the Property, and, after placing in the escrow deposit account of the Landlords all monies required to be deposited in said account under the terms of the Mortgage, Assignee may apply any and all remaining funds to the payment of the unpaid interest and principal secured by the Mortgage or to the payment of any indebtedness found due the Assignee in any proceeding brought to foreclose the lien of the Mortgage or to the payment of any deficiency decree which may be entered in any such proceeding.

8. ASSIGNEE'S OPTION: Assignee is given the right to exercise the powers and authorities herein contained at Assignee's option, in the event of Default, but shall not be required to exercise such powers and authorities and shall not be held responsible for diligence in the performance of anything done pursuant to such