

instrument evidencing any debt secured by this assignment, or in the Mortgage;

- (ii) should any warranty of Borrower herein contained or contained in any evidence of debt given by Borrower to Lender and secured by, or contained in Mortgage, prove untrue or misleading in any material aspect;
- (iii) failure by Borrower to meet any condition set forth in Lease;
- (iv) should any event occur under any agreement made by Borrower with any third person whereby that person might declare immediately due and payable any indebtedness owing by Borrower to such third person; or
- (v) should Borrower fail to pay, when due, any debt due any third person,

then and thereupon Lender may: (a) declare the total indebtedness due by Borrower to Lender, secured by this assignment, immediately due and payable; (b) proceed to enter upon, take possession of, and operate the Premises under this assignment without becoming a mortgagee in possession; (c) proceed to perform any and all obligations of Borrower, contained under Lease, and exercise any and all rights of Borrower therein contained as fully as Borrower therein contained as fully as Borrower itself could, and this without regard to the adequacy of security for the indebtedness hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) make, enforce, modify and accept the surrender of Lease, or any single Lease if more than one be assigned hereunder; (e) obtain and evict tenants; (f) fix or modify rent; and (g) do all other acts which Lender may deem necessary or proper to protect its security. Borrower does hereby specifically authorize Lender, in Borrower's name or in Lender's name, to sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same first against all costs and expenses of operation of the Premises, of the performance of Borrower's obligations under Lease and of collection, including

0 3 1 0

4328 RV-23