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obligation or condition thereof or to anticipate rents thereunder for more than 30 days prior to accrual.

3. At the Assignors' sole cost and expense, the Assignors will appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of the Lessor, Lessee or any guarantor thereunder.

4. Should the Assignors fail to make any payment or do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on the Assignors and without releasing the Assignors from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights of powers of the Assignee and performing any obligation of the Lessor in the Lease contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and the Assignors will pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at % per annum, and the same shall be added to said indebtedness and shall be secured hereby and by the Mortgage.

5. The whole of said indebtedness shall become due (a) upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note or bond secured by the Mortgage, or of the Mortgage, or any other instrument which may be held by the Assignee as security for the indebtedness, or (b) at the option of the Assignee, after any attempt by the Assignors to exercise any of the rights described in Paragraph 2 or after any default by the Assignors hereunder and the continuance of such default for 10 days after notice and demand.

6. After any attempt by the Assignors to exercise any of the rights described in Paragraph 2 or after any default by the Assignors in the payment of said indebtedness or in the performance

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