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either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, take any of the following actions:

- (a) Enter upon, take possession of, and operate the premises;
- (b) Make, enforce, modify and accept the surrender of leases;
- (c) Obtain and evict tenants;
- (d) Fix or modify rents;
- (e) Perform any acts which the Assignee deems proper to protect the security hereof until all indebtedness secured hereby is paid in full; and
- (f) Sue for or otherwise collect and receive in its own name all rents, issues and profits, including those past due and unpaid and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby in such order as the Assignee may determine.

Any income received from the premises by the Assignee in excess of the amount necessary to meet all obligations of the Assignor secured hereby, including any accelerated indebtedness, and of the amount estimated by the Assignee to be necessary to meet such obligations for the subsequent six months' period shall be paid over by the Assignee to the Assignor promptly after the expiration of each six months' period following the date of such entry. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not be deemed to cure or waive any default or to waive, modify or affect any notice of default given under the Note or the Mortgage or to invalidate any act done pursuant to any such notice.

X. COORDINATION WITH OTHER LOAN DOCUMENTS:

Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and acts granted herein shall be deemed to be a waiver by Assignee of any of its rights and remedies under the Note or the Mortgage, and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any other security therefor owned or held by it may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken hereunder. The remedies provided by this instrument should be cumulative of those provided in the Note and in the Mortgage.

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