

Leases in the manner and at the place and time specified therein; to expressly release, relinquish and surrender unto Assignee all its rights, powers and authority to amend, modify, or in any way alter the terms or provisions of the Leases and any attempt on the part of the Assignor to exercise any such rights without the written authority and consent of Assignee shall constitute a breach of the terms hereof, entitling Assignee to declare all sums secured hereby immediately due and payable.

(b) At Assignor's sole cost and expense to defend any action or proceeding in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and tenants thereunder and to pay all costs and expenses of Assignee, including a reasonable attorney's fee in any action or proceeding in which Assignee may appear.

(c) That should the Assignor fail to make any payment or to do any act as herein provided, then Assignee may, without notice or demand on Assignor and without releasing Assignor from any obligation hereof, do such acts in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including but not limited to, the right to appear in and defend any action or proceeding affecting the security hereof or the rights or powers of Assignee and the right to perform and discharge each obligation, covenant and agreement of Assignor contained in the Leases, and to pay necessary costs, employ counsel, and pay reasonable attorneys' fees.

(d) To pay immediately upon demand all sums expended by Assignee under the authority of this Assignment.

(e) That it has made no prior assignment of its interest in the Leases hereby assigned.

3. That upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement contained herein or in the Mortgage or the Leases, Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, manage and operate the leased premises or any part thereof; cancel, enforce or modify the Leases; evict tenants; modify rents; and do any acts which Assignee deems proper to protect the security hereof, and in its own name sue for or otherwise collect such rents, 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. The entering upon said property, the collection of such rents, and the application thereof as aforesaid, shall not cure or waive any default or waive or modify notice of default under said Mortgage or invalidate any act done pursuant to such notice.

Any default of Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute a default under the terms of said Mortgage, entitling Assignee to all rights and remedies therein contained, including specifically the right to declare a default thereunder, to foreclose