

specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Company, and also the right to perform and discharge each and every obligation, covenant and agreement of lessor in said lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Company under the authority hereof, together with interest thereon (at the highest rate for which it is now lawful to contract.)

IT IS MUTUALLY AGREED THAT:

1. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein, or in said note(s) or mortgage(s) contained, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. 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 herein or in said note(s) or mortgage(s) contained, the Company may, at its option, without notice, and if said note(s) 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 proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, and do any acts which the Company deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Company may determine. The entering upon and taking possession of said property or the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said mortgage(s) or invalidate any act done pursuant to such notice, and the Company may continue to so possess and collect even after any such default has been cured. The Company may exercise its rights under this paragraph as often as any such default may occur. The exercise of such rights shall not constitute a waiver of any of the remedies of the Company under its mortgage(s) or any other document or agreement.

3. The Company shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under said lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold the Company harmless of and from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms,

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