

(v) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note, the Mortgage and/or the Other Agreements.

(vi) Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney and agent-in-fact, with power, without notice to Assignor and at such time or times thereafter as Assignee, at its sole election, may determine, in the name of Assignor, Assignee or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Assignor's rights, interests and remedies in and under the Leases and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the Leases and Rents; (g) to prepare, file and sign Assignor's name on any Proof of Claim in Bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Assignor upon any payment or proceeds of the Rents and to deposit the same to the account of Assignee; and (i) to do all acts and things necessary, in Assignee's sole discretion, to carry out any or all of the foregoing. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all of the indebtedness under the Note has been paid.

(vii) All of the foregoing payments and proceeds received by Assignee shall be utilized by Assignee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be applied to any of Assignor's obligations, indebtedness and liabilities under the Note and/or the Mortgage, in such manner and fashion and to such portions thereof as Assignee, at its sole election, shall determine; (b) to be applied to such obligations of Assignor or the Mortgaged Property or the operation or business thereof as Assignee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (c) to be remitted to Assignor.

(viii) Assignee may also exercise any other rights and remedies then available under any applicable laws.

6. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

(a) Assignor is the Owner in fee simple absolute of the Mortgaged Property and has good title to the Leases and Rents hereby assigned, and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged, or pledged nor granted any lien on or security interest in, the Leases or Rents, whether now due or hereafter to become due; that any of the Rents due and issuing for any period, subsequent to the date hereof have not been

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