

incurred in connection with such receivership (including attorneys' fees and court and other legal costs) shall be the responsibility of Assignor, shall be payable on demand, shall bear interest at the "Default Rate" (as defined in the Note) and shall be secured hereby and by the First Mortgage. Following any such entry and taking of possession by Assignee or receiver (as the case may be), Assignee may:

- (a) manage and operate the Property or any part thereof;
- (b) lease any part or parts of the Property for such periods of time, and upon such terms and conditions as Assignee may, in its reasonable discretion, deem proper;
- (c) enforce, cancel or modify any of the Leases;
- (d) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for, all Rents that may then or may thereafter become due, owing or payable with respect to the Property, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof;
- (e) institute, prosecute to completion or compromise and settle all summary proceedings and actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Property, or any part thereof;
- (f) enforce, or enjoin or restrain the violation of, any of the terms, provisions and conditions of any of the Leases;
- (g) make such repairs and alterations to the Property as Assignee may, in its reasonable discretion, deem proper;
- (h) from and out of the Rents collected or any other funds, pay (i) insurance premiums and any taxes,