

Borrower itself could, all without regard to the adequacy of security for the indebtednesses hereby secured and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court or other judicial authority, (ii) to notify the maker of the Adulas Note of the occurrence of a default hereunder and to demand of said maker that all payments of principal and/or interest thereafter becoming due under the Adulas Note shall be payable directly to Lender, (iii) do all of the acts which Lender may deem necessary or proper to protect the security created by this Assignment; and (iv) to exercise all rights and remedies afforded to Lender, as secured party, under the U.C.C. If an Event to Default shall have occurred and be continuing, Borrower does hereby specifically authorize Lender, in the name of Borrower or in the name of Lender, to sue for or otherwise collect and receive all rents, issues, and profits from the property, including those past due and unpaid, and apply such as required or permitted by the Security Instrument, including the application thereof for payment for Borrower's performance under the Collateral Documents. The exercise of any remedy by Lender shall not operate to waive any default or prohibit the taking of any action by Lender in connection with the Obligations or under the Security Instrument, this Assignment or other related loan documents or at law or in equity to enforce payment of the indebtednesses secured hereby or by the Security Instrument or to realize on any other security.

ARTICLE III

3.01 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, and assigns. Whenever a reference is made in this Assignment to Borrower or Lender such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and