

threatened violation, of any of the provisions of this Assignment and to a decree compelling performance of any of the provisions of this Assignment.

6. If a Default hereunder occurs, Assignee, in addition to any other rights and remedies which it may otherwise have hereunder or by operation of law, shall have the right to determine, in its sole discretion, which remedies, if any, shall be followed to enforce the Note, the Mortgage, the Mortgage Note and Collateral Documents, or any of them, whether such remedies are contained in said documents or available by operation of law, and Assignor shall, if Assignee so directs, take such actions as are requested by Assignee to enforce said remedies.

7. If the property encumbered by the Mortgage shall be acquired as a result of foreclosure or deed in lieu of foreclosure, title shall be taken in the name of Assignee or its designee, who shall hold title for the benefit of Assignor and Assignee.

8. This Assignment shall be unaffected by, and Assignee shall have the right to proceed against, the Collateral notwithstanding (i) any amendment or modification of the provisions of the Note, or any other document or instrument executed in connection with the Note, (ii) any extension of time for performance required under any such agreement, (iii) the invalidity of said instruments, or (iv) the furnishing or acceptance of any additional property or any guaranty, or any impairment or release of any other property or other guaranty which stands at any time as security for all or part of the Note or for the performance of the obligations of the undersigned under this Assignment.

9. Upon the satisfaction in full of the Assignor's obligations under the Note, the Assignor shall have no further obligation or liability hereunder, and, provided that there has been no disposition of the Collateral, the Assignee shall

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