

TITLE TO REAL ESTATE

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by Lessor to be performed; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the Lessee to be performed; not to modify, extend or in any way alter the terms of said lease; not to anticipate the rents hereunder for a period exceeding sixty (60) days at any one time, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements by said Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all of its right, power and authority to amend, modify, or in any way alter the terms or provisions of said lease and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable and said mortgage foreclosable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of Lessor and Lessee thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including 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 Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor 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 Assignee under the authority hereof, together with interest thereon at six (6%) per cent per annum.

B. IT IS MUTUALLY AGREED THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or lease 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 mortgage or lease contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by Court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, cancel, enforce, modify leases, obtain and evict tenants and fix or modify rents and do any acts which the Assignee 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, and apply the same, less cost and expense of collection, including attorney's fees, upon any indebtedness secured hereby and in such order as the Assignee may determine. The entering upon and taking possession of said property, 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