

secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, TRAVELODGE may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, or in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as TRAVELODGE 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 notice of default hereunder or invalidate any act done pursuant to such notice.

4. Whenever ASSIGNOR shall be in default in the payment of any indebtedness secured hereby or in the performance of any other agreement, obligation or condition of this Assignment of Lease, TRAVELODGE shall be entitled to do any or all of the following: (a) take possession of said property or any part thereof; (b) operate said property or any part thereof; (c) do such acts as may be necessary to conserve the value of said property or any part thereof; (d) collect and retain the rents, issues and profits from said property or any part thereof, either with or without taking possession. In addition and without prejudice to such rights, TRAVELODGE shall have the right to have a receiver appointed to any or all of the aforesaid things during any such default, TRAVELODGE'S legal expense in procuring the appointment of a receiver shall be chargeable to ASSIGNOR. If a net profit be realized from the exercise of the powers herein conferred, it shall be applied upon the indebtedness secured hereby in such manner as TRAVELODGE may determine; if a net loss be realized, ASSIGNOR hereby agrees to pay the amount thereof to TRAVELODGE on demand.

5. Notwithstanding anything to the contrary herein contained TRAVELODGE shall not be responsible for the collection of rents, or the performance or enforcement of the covenants, terms or conditions of the leases, either by the lessor or by the lessee, and understanding TRAVELODGE shall not be deemed in possession of the land it is provided further that TRAVELODGE shall only be

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