

agent, with or without bringing any action or proceeding, or by a receiver to be appointed by the Court, enter upon and take possession of the Property or any part thereof, together with all the documents, books, records, papers and accounts of Koger relating thereto, and may as attorney-in-fact or agent of Koger or in its own name as Assignee under the powers herein granted, hold, operate, manage and control the Property and conduct the business thereof, if any, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, income and profits of the Property and in furtherance thereof may make, cancel, enforce or modify leases, obtain or evict tenants, fix or modify rents, and do any acts or things which Commercial Credit deems proper to protect the security hereof, and may in its own name or Koger's name, sue for or otherwise collect and receive such rents, income and profits, including those past due and unpaid, and apply the same in accordance with the provisions of the Assignment.

9. Commercial Credit in the exercise of the rights and powers conferred upon it by this Assignment shall have the full power to use and apply the rents, income and profits of the Property to the payment of or on account of any indebtedness secured hereby and any cost and expenses of collection, including reasonable attorney's fees, all in such order as Commercial Credit in its sole discretion may determine. The entering upon and taking possession of said Property, the collection of such rents, income and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under the Mortgage or invalidate any act done pursuant to such notice.

10. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon Commercial Credit, nor shall Commercial Credit in any way be responsible for failure herein granted, and Commercial Credit shall be liable only for such sums of money as it actually receives hereunder. In the exercise of the powers herein granted Commercial Credit no liabilities shall be asserted or enforced against Commercial Credit, all such liability being herein expressly waived and released by Koger. Commercial Credit shall not be responsible for any loss, liability or damage under any leases, or under or by reason of the Assignment. Should Commercial Credit incur any such liability, loss or damage under any leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including cost, expenses and attorneys' reasonable fees, shall be so much additional indebtedness secured hereby, shall bear interest at the rate specified in the Note and Koger agrees that it shall reimburse Commercial Credit therefor immediately upon demand. Any tenants or occupants of any part of the Property are hereby authorized to recognize the claims of Commercial Credit hereunder without investigating the reason for any action taken by Commercial Credit, or the validity of the amount of indebtedness owing to Commercial Credit, or the existence of any default in the Note, or the Mortgage or the Loan and Security Agreement or by reason of this Assignment or the application to be made by Commercial Credit of any amount to be paid to Commercial Credit. The sole signature of Commercial Credit shall be sufficient for the exercise of any rights under this Assignment and the sole release of such sums to a tenant or occupant of the Property. Checks for all or any part of the rentals collected under this Assignment shall be drawn at its option to the exclusive order of Commercial Credit.

11. It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed a special remedy given to Commercial Credit, and shall not be deemed exclusive of any other remedies granted in the Note, Mortgage and Loan and Security