

**Acceptance of assignment by assignee, indorsed on lease.**

In consideration of above assignment and written consent of lessor thereto, the undersigned agrees to make all payments, and to perform and keep all conditions and agreements of within lease by lessee to be made, kept and performed; and it is agreed between lessor and assignee, the undersigned hereto, that within lease is hereby incorporated by reference thereto in this acceptance, and all of terms thereof shall be read and understood herein in the same manner as they are expressed in such lease. It is likewise further agreed by and between lessor and assignee that no further assignment or subletting of the premises described in such lease, or any part thereof, will be made without written consent of lessor first had and obtained.

It is further agreed upon the consideration aforesaid that taking by lessor of any remedy, as by confession of judgment against lessee or guarantor, shall not preclude lessor from exercise of such remedy against this assignee, but lessor may have the same remedy against lessee or guarantor, lessee's or guarantor's heirs, executors, administrators, successors, or assigns simultaneously with that against lessee and guarantor, and lessor shall be limited only and at all events to one satisfaction for any debts or obligations which may accrue under or by virtue of the within lease, or assignment thereof, or any extension or renewals thereof, or by virtue of any holdover after termination thereof, which may accrue by virtue of a breach of any covenant, promise or agreement therein contained.

If default be made by assignee in the payment of rent reserved to be paid by within lease, by the foregoing assignment and by this acceptance thereof, or by virtue of any holdover after termination thereof, or of any instalment thereof, the undersigned assignee does hereby irrevocably constitute my attorney of any court of record in this state, attorney for assignee and in assignee's name to appear in any court of record of this state in term time or vacation, to waive the issuance of process and service thereof, to waive trial by jury and to confess judgment in favor of lessor, lessor's heirs, executors, administrators or assigns, and against the undersigned, assignee of lessee, assignee's heirs, executors, administrators or assigns for the amount of rent which may be then due by virtue of the terms of such lease, or by virtue of the assignment whereof this is the acceptance, or of any extensions or renewals thereof, or by virtue of any holdover after the termination thereof, and which may be in default as aforesaid, together with the costs of such proceeding, and a reasonable sum, but at no time less than \$ \_\_\_\_\_ for plaintiff's attorney's fees in or about the entry of such judgment, and for such purposes to file in such cause assignee's cognovit thereof, and to make an agreement in such cognovit or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to immediate execution upon such judgment; and undersigned assignee hereby confirms all that such attorney may lawfully do by virtue hereof.

If there be more than one assignee undersigned the grant of attorney contained in this acceptance is given jointly and severally, and shall authorize the entry of appearance or waiver of issuance of process, and trial by jury by, and confession of judgment against any one or more of such assignees, and shall also authorize the performance of every other act mentioned in this acceptance in the name of and on behalf of any one or more of such assignees.

Witness the hand and seal of the undersigned assignee this \_\_\_\_\_ day of \_\_\_\_\_ [year].