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shall also have power to make, execute and deliver, such further assignments of leases, and to make, execute and deliver new leases of all or any portion of the mortgaged premises in the name of the undersigned or in the name of any person or corporation claiming under him, on such terms or conditions as the mortgagee may deem proper.

This assignment is given as additional security for a promissory note of Conger Realty Company to Southern New England Terminals, Inc. in the amount of \$ 70,000 , dated November 15, 1940, and as additional security for the performance of every covenant, condition and agreement contained in a mortgage securing said note covering the above real estate.

In the event a default exists under the terms of said promissory note or mortgage the right is hereby given to said mortgagee to enforce payment and collection of the rents due under said leases, and to exercise all powers that would be vested in the assignor to enforce payment and collection of rents and to evict or dispossess tenants, but until such default the undersigned may collect all rent due under said leases.

The receipt by said mortgagee of any rents, income or other moneys under this assignment shall not operate to waive or cure any breach or default or to invalidate any declaration of default or notice of foreclosure, or affect the right of said mortgagee to declare the entire principal and interest unpaid on said promissory note by reason of any default, but any and all such moneys received hereunder by said mortgagee, before or after default may be applied to the payment of taxes, or assessments on said real estate, and/or on the indebtedness secured thereby. In the event of a foreclosure of said mortgage said leases assigned to the mortgagee by this instrument or which may be assigned by virtue hereof may be assigned by said mortgagee to the purchaser at a foreclosure sale. Any sums received by the mortgagee under this instrument and not applied to the payment of taxes or assessments as above provided shall be applied in the same manner as the proceeds of any sale under a foreclosure of said mortgage, but there shall be no obligation of the mortgagee to account for any money received by the purchaser of said real estate at a foreclosure sale to whom said leases have been assigned. Upon payment of the indebtedness of the mortgagee the undersigned shall be entitled to credit for all money received by the mortgagee under this instrument and not paid out as herein provided.

Nothing herein contained shall alter, affect or impair any of the terms, covenants or conditions contained in said mortgage or the note secured thereby and the undersigned covenants and agrees that it will not surrender said leases or permit it or them to be surrendered or in any way modified and will not make or permit any breach of the covenants which would entitle the lessee to a discharge from liability under said leases without first having obtained the written permission of the mortgagee. The undersigned further represents that said leases are now in full force and effect and that there are no defaults in said leases and that no prior assignment of said leases has been made.