

Assignor hereby authorized Assignee, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of the Assignor or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the Assignor further agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, execute a written notice to each tenant directing the tenant to pay rent to Assignee.

2. The Assignor also hereby authorized Assignee upon such entry, at its option, to take over and assume the management, operation, and maintenance of the said mortgaged premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be needful in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants; the Assignor hereby releasing all claims against Assignee arising out of such management, operation, and maintenance, excepting the liability of Assignee to account as hereinafter set forth.

3. Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall elect and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the Assignor under the terms of Mortgage and the Note secured thereby, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of Assignee.

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