

- (a) Cancel said lease or accept a surrender thereof unless Borrower and the same tenant involved shall execute a new lease which shall go into effect prior to, or simultaneously with, said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease. Any such new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Borrower covenants and agrees, upon written request of Mortgagee, to assign any such new lease to Mortgagee in the same form and manner as it assigned the cancelled lease.
- (b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent, or diminish the obligation of the tenant with regard to the payment of taxes and insurance, if applicable.
- (c) Consent to an assignment of tenant's interest in said lease which will relieve such tenant of liability for the payment of rent and/or the performance of the terms and conditions of any such lease.
- (d) Permit the payment of rent under any such lease, in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date of any such lease, or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof of any such lease or any interest therein.

and any of the above acts, if done without the written consent of Mortgagee, shall be null and void. Mortgagee by acceptance of this agreement, covenants and agrees to and with Borrower that, until a default shall occur by Borrower in the performance of the covenants or in the making of the payments provided for in the aforesaid mortgage or note, Borrower may receive, collect and enjoy the rents, issues and profits accruing to him under the said lease; but it is covenanted and agreed by Borrower for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Mortgagee may, at its option receive and collect all the said rents, issues and profits.

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