

(c) third, to the payment of the unpaid instalments of principal on the Note in inverse order of maturity, without premium; and

(d) fourth, to the payment of all other indebtedness secured by this Mortgage.

The balance, if any, will be paid to the party entitled to receive it.

VII. Assignment of Leases and Rents

7.1 Assignment. In order to further secure the payment of the indebtedness secured by this Mortgage and the observance, performance and discharge of the obligations, contained herein and in the other Loan Documents, Mortgagor hereby sells, assigns, transfers and sets over to Mortgagee, all of Mortgagor's right, title and interest in, to and under all the leases now or hereafter in force, covering the Mortgaged Property, or any part thereof and in and to all rentals derived therefrom.

7.2 Performance Under Leases. Mortgagor will, at its cost and expense, perform and discharge, or cause to be performed and discharged, all of the obligations and undertakings of Mortgagor or its agents under such leases, at its own cost and expense.

7.3 No Obligation of Mortgagee. This Assignment shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession of the Mortgaged Property nor to obligate Mortgagee to take any action or to incur expenses or perform or discharge any obligation duty or liability.