

ple Governments, deducting from the value of the land for the purpose of taxing any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes or assessments or charges of liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by deeds of trust or Mortgagor's interest in the Property or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness, then in such event, Mortgagor upon demand by Mortgagee, shall pay such taxes or assessments, or reimburse Mortgagee therefor, provided, however, that (i) Mortgagor may elect not to pay such taxes or assessments in which event Mortgagor may prepay the loan in full without payment of the prepayment consideration specified in the Note; and (ii) if in the opinion of counsel for Mortgagee (a) it might be in any way unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness to be and become due and payable thirty (30) days from the giving of such notice.

12. Mortgagor hereby assigns to Mortgagee the leases, rents, issues, profits, revenues, royalties, rights and benefits of the Property, hereinafter collectively called the "Rents", as further security for the payment of the Indebtedness. Mortgagor grants to Mortgagee the right to (i) enter upon the Property for the purpose of collecting the Rents, let the Property, or any part thereof, and (ii) apply the Rents, after payment of the expenses of collection, if any, to any or all of the following, in such proportions and priorities as Mortgagee, in its sole discretion, may elect: