

to collect, in the name of the Borrower or in its own name as assignee, the rents, accrued but unpaid and in arrears at the date of such default, as well as rents thereafter accruing and becoming payable; and to that end, Borrower further agrees that it will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request of Lender, execute a written notice to each tenant directing the tenant to pay rent to the Lender.

3. Borrower further hereby authorizes Lender 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 Borrower 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; Borrower hereby releasing all claims against Lender arising out of such management, operation and maintenance, excepting the liability of Lender to account as hereinafter set forth.

4. Lender shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it may select and employ, and after the accumulation of a reserve to meet taxes, assessments, water and sewage costs, fire and liability insurance in requisite amounts, credit the net amount of rent received by it from the mortgaged premises by virtue of this Assignment, to any amounts due and owing to it by Borrower under the terms of the Sale and Loan Agreement and the loan documents contemplated thereby; that the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Lender, and the Lender shall not be accountable for more monies than it actually receives from the mortgaged premises, nor shall it be liable for the failure to collect rents. Lender shall make reasonable effort to collect rents, but does not guarantee collection, and reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection delinquent rents shall be prosecuted.

5. Borrower hereby warrants and covenants to Lender that it has not executed any prior assignment or pledge of rentals of the mortgaged premises