

NOW, THEREFORE, further to secure the payment of such indebtedness and the performance of all of the covenants of said mortgage, the undersigned does hereby assign and transfer to The Life Insurance Company of Virginia, (hereinafter sometimes called the "Assignee") its successors and assigns, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of all leases, whether written or verbal, or any letting of, or any agreement for, the use or occupancy of any part of said real property which may have been made heretofore or which may be made hereafter or agreed to, it being the intention of the parties hereto to establish an absolute transfer and assignment of all avails under such leases to the Assignee, provided, however, that, except for the collection of rents in advance of the time when they become due and for the modification or cancellation of any lease without the written consent of the Assignee, the undersigned may exercise all acts of ownership and collect all rents as if this instrument had not been made until a default occurs either in the payment of principal or interest provided to be paid under the terms of said principal promissory note or in the performance of one or more of the covenants contained in such mortgage, but shall furnish Assignee with an accounting of such rents annually.

In the event of such default whether before or after said note is declared to be payable or whether before or after the institution of any proceedings to foreclose the lien of said mortgage or whether before or after the entry of any decree of sale or deficiency decree in said proceedings, the undersigned will, upon demand, surrender to the Assignee and the Assignee shall be entitled to take possession of said real property, and the tenants thereof are hereby authorized to make the payments due under the terms of their leases, whether written or oral, in accordance

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