

5. Owner hereby covenants and warrants to Lender that neither it nor any previous owner has executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of its landlord's interest in any lease of the whole or any part of the mortgaged premises. Owner also hereby covenants and agrees not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this assignment.

6. It is not the intention of the parties hereto that an entry by Lender upon the mortgaged premises under the terms of this instrument shall constitute Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender.

7. This assignment shall remain in full force and effect as long as the mortgage debt to Lender remains unpaid in whole or in part,

8. The provisions of this instrument shall be binding upon Owner and its legal representatives, successors or assigns and upon Lender and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by Lender against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by Lender, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

9. It is expressly understood and agreed by the parties hereto that so long as no default shall occur and be continuing under the terms of the Note and Mortgage, Owner shall have the right to collect said rents, income and profits and to retain, use and enjoy the same.

IN WITNESS WHEREOF, Party of the First Part has executed this agreement in manner and form proper and sufficient in law.

Signed, Sealed and Delivered  
in the presence of:

*Tiffany R. [Signature]*  
*Mary E. Wagner*

LINCOLN-OVERLOOK ASSOCIATES LIMITED (SEAL)  
PARTNERSHIP  
By: LINCOLN PROPERTY COMPANY NO. 94  
(General Partner)

By: *[Signature]*  
Managing Partner

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