

and Mortgage and Security Agreement ("Events of Default") Assignor shall have the right to collect said rents, income and profits in the aforementioned leases and to retain, use and enjoy the same, provided, however, that even before an Event of Default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of the Event of Default, Assignor hereby assigns to Assignee any award made hereafter to and in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or Federal Court; and any and all payments made by lessees in lieu of rent. After the occurrence of an Event of Default, Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the mortgaged premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its discretion may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said Loan Agreement and Mortgage and Security Agreement shall not cure said default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment of Rents and Leases serves as additional security), it is understood by both Assignor and the Assignee that Assignee's

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