

conditions of the aforesaid Mortgage or Note, hereby authorize the Assignee at its option to enter upon the said mortgaged premises by its officers, agents, or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the Assignors hereby authorizing the Assignee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Assignors might reasonably so act. The Assignee shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the mortgaged premises, to any amounts due the Assignee from the owner under the terms and provisions of the aforesaid Note and Mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of the Assignee. The acceptance of this Assignment by the Assignee and the collection of rents or the payment under the leases hereby assigned, shall be without prejudice to and shall not constitute a waiver of any rights of the Assignee under the terms of said Note and Mortgage.

The Assignors irrevocably consent that the tenant under said Lease, upon demand and notice from the Assignee of the Assignors' default under the aforesaid Mortgage or Note, shall pay the rents, issues and profits under said Lease to the Assignee without liability to the tenant for the determination of the actual existence of any default claimed by the Assignee.

The Assignee shall have the right to assign the Assignors' right, title and interest in said Lease to any subsequent holder of said Mortgage subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After the Assignors shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no Assignee of the Assignors' interest in said Lease shall be liable to account to the Assignors for the rents, income and profits thereafter accruing.

A breach or default of any of the terms, provisions, con-

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