

sue in the name of Borrower, for the use and benefit of Bank, if Bank should deem such procedure necessary or desirable; Bank is also hereby authorized by Borrower to take such actions, and do such things upon the premises, at its sole election, with respect to the operation and maintenance of the premises as to it shall deem necessary or desirable, in the same manner and to the same extent that Borrower could do. If any rents, issues or profits are collected by Bank, as authorized herein, prior to the time that Bank shall complete foreclosure of said first mortgage and security agreement or accept a deed in lieu of foreclosure, or the Loan shall be legally extinguished or Bank shall become the owner of the premises, the net amount of rents collected by Bank (being such collections less all necessary, reasonable and proper charges to produce and collect the same, including, without limitation, real estate commissions and attorneys' fees) shall be applied to any amounts which Borrower may owe to Bank. The manner of the application of such net collections shall be within the sole discretion of Bank. Upon receipt of notice from Bank by any lessee(s) in the Leases that default has occurred and directing payment to Bank, such lessee shall thereafter pay all rentals (including those in arrears, if any) to Bank and shall not be liable to Borrower with respect to whether or not default shall have occurred, nor for any application of such moneys by Bank. On the other hand (so long as any lessee shall not pay any rentals in advance of the times stipulated in the Leases), such lessee shall not be liable to Bank for any payments made in due course to Borrower prior to receipt of notice of default as aforesaid.

4. Borrower hereby covenants and warrants to Bank that Borrower has not heretofore assigned, and, so long as the Loan or any part thereof shall remain unpaid, Borrower will not assign the Leases or any part of the rents, issues and profits provided therein to be paid; that Borrower has not performed any act, or executed any instrument which might prevent or hinder Bank from obtaining, fully and completely, all of the benefits, rights, property, privileges and otherwise conferred, or sought to be conferred upon it, by this instrument; that the Leases are in full force and effect in accordance with their terms at the time of the execution of this instrument, and that Borrower has no knowledge of any defect therein, or of any claims for damages, set-off, for diminution of rental or otherwise by any lessee under the Leases; and that there are no defaults existing under the Leases.

5. Nothing herein contained shall be construed by or on behalf of Borrower, any lessee in the Leases or by any other party, as an assumption by Bank of any liability obligation or responsibility of Borrower as lessor under or in the Leases, and it is distinctly understood and agreed that Bank, by the acceptance of this instrument, does not,