

the obligations imposed upon the lessor under said lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said lease or from the premises described in said mortgage in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in said lease or assignment of rents arising or accruing from said lease or from the premises described in said mortgage; not to alter, modify or change the terms of said lease or cancel or terminate the same or accept a surrender thereof without the prior written consent of the assignee; at the assignee's request to assign and transfer to the assignee any and all subsequent leases upon all or any part of the premises described in said lease or said mortgage and to execute and deliver at the request of the assignee all such further assurances and assignments in the premises as the assignee shall from time to time require.

THIS ASSIGNMENT is made on the following terms and conditions:

1. So long as the assignor shall not be in default under the provisions of the note, mortgage or lease, assignor shall be privileged to collect the rents due under the lease, as, but not before, the same is due.
2. Should the assignor default in any payment or covenant required to be made or kept, assignee, without the institution of any legal proceedings, shall be privileged to collect any sums due under the lease, to expend therefrom such sums as it deems necessary for the maintenance of the leased property, and apply any excess to the payment of the indebtedness secured hereby. Such action shall not constitute a waiver of any other rights granted the assignee under the note or mortgage.
3. During any period during which assignee is collecting rent hereunder, the assignee shall not be responsible for the care or management of the premises, nor for the carrying out of any of the terms and conditions of said lease, nor liable for any loss or damage sustained by assignor.
4. Upon payment in full of the indebtedness evidenced by the note this assignment shall be void and of no effect.