

and any of the above acts, if done without the written consent of PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY shall be null and void. PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, by acceptance of this agreement, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said leases; but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY may, at its option, receive and collect all the said rents, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY 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 Owner hereby authorizing the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY 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 Owner might reasonably so act. The PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY 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 PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY from the Owner under the terms and conditions 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 PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY.

The Owner irrevocably consents that the tenants under said leases, upon demand and notice from PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY of the Owner's default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said leases to PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY without liability to the tenants for the determination of the actual existence of any default claimed by PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY.

The mortgagee shall have the right to assign the Owner's right, title and interest in said leases 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 Owner shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the Owner's interest in said leases shall be liable to account to the Owner for the rents, income and profits thereafter accruing.

The Owner agrees to indemnify and hold the mortgagee harmless of and from any and all liability, loss or damage which the mortgagee may incur under said leases or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against the mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by the mortgagee under any of said leases or this assignment. Nothing herein contained shall be construed to bind the mortgagee to the performance of any of the terms and provisions contained in any of said leases, or otherwise to impose any obligation on the mortgagee, including,

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