

- (e) not to discount any future accruing rents;
- (f) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;
- (g) to perform all of Assignor's covenants and agreements as lessor under said Leases and not to suffer or permit to occur any release of liability of the Lessees, or any rights to the Lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to said Leases received from the Lessees thereunder and to furnish Assignee with complete copies of said notices;
- (h) if so requested by the Assignee, to enforce said Leases and all remedies available to the Assignor against the Lessees, in case of default under said Leases by the Lessees;
- (i) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by assignment;
- (j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;
- (k) not to alter, modify or change the terms of any guarantees of any of said Leases or cancel or terminate such guarantees without prior written consent of the Assignee;
- (l) not to consent to any assignments of said Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee;
- (m) not to request, consent to, agree to or accept a subordination of said Leases to any mortgage or other encumbrance now or hereafter affecting the premises; and
- (n) not to exercise any right of election, whether specifically set forth in any such Lease or otherwise, which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Lease.

This assignment is given as additional security for the payment of the note of the Assignor of even date herewith in the sum of One Million Fifty Thousand and No/100 (\$1,050,000.00) Dollars, and all other sums secured by the mortgage (herein referred to as "Mortgage") of even date herewith from the Assignor to Assignee, conveying premises of which those demised in said Leases form all or a part. The security of this assignment is and shall be primary and on a parity with the real estate conveyed by said Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premise and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by said Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents relating to said premises. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to said Leases shall by virtue of this instrument, thereupon vest in and become the absolute property of the

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