

1951

(d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein.

and any of the above acts, if done without the written consent of Mortgagee shall be null and void. Mortgagee, 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, Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 Mortgagee.

The owner irrevocably consents that the tenants under said leases, upon demand and notice from the Mortgagee of the owner's default under the aforesaid mortgage or note, shall pay the rents,

0129

4328 RV-21