

the Mortgage, and any such acts, if done or permitted to be done without the prior written consent of Assignee, shall be null and void.

3. Assignor covenants with Assignee to observe and perform all the obligations imposed upon the lessor under the Lease Agreements and not to do or permit to be done anything to impair the security thereof, and to execute and deliver at the request of Assignee all such further assurances and assignments in the premises covered by the Lease Agreements as Assignee shall from time to time require. All extensions and renewals of existing Lease Agreements and all new Lease Agreements entered into by Assignor shall be in form and substance satisfactory to Assignee.

4. Until an Event of Default shall have occurred under the Mortgage, Assignor shall be entitled to collect, retain, use and enjoy all Lease Payments that are or may become due and payable under the Lease Agreements, but not more than one (1) month in advance, but upon the occurrence of any such Event of Default, Assignee shall have the right, power and privilege (but shall be under no duty) to take possession of the premises described in the Lease Agreements and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper, and either with or without taking possession of said premises, Assignee shall have the right, power and privilege (but shall be under no duty) immediately to collect and sue for, in its own name, or in the name of the Assignor, such Lease Payments as they become due and apply the same, less the cost and expense of collection thereof, toward the payment of the Note, and any other indebtedness secured by the Mortgage, in such order as Assignee in its discretion may elect. A written demand by Assignee to each lessee for the payment of any Lease Payments under the Lease Agreements after the occurrence of any Event of Default shall be sufficient to warrant such lessee or other party to make all future payments of such Lease Payments directly to Assignee without the necessity for further consent by Assignor. Each such lease or other

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