

the time when the same become due under the terms of said Leases; not to discount any future accruing rents; not to execute any other assignment of lease or assignment of rents of the mortgaged premises unless the same shall recite that it is subject to the terms hereof; and not to alter, modify or change the terms of the aforesaid Leases, or surrender, cancel or terminate the same, without the prior written consent of Lender.

(2) To assign and transfer to Lender any and all future leases upon all or any part of the mortgaged premises, and to execute and deliver, at the request of Lender, all such further assurances and assignments in the premises as Lender shall from time to time require.

B. IT IS MUTUALLY AGREED THAT:

(1) So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in said Note, Mortgage, Loan Agreement or Leases contained, Assignor shall have the right to collect, upon but not prior to accrual, all rents, issues and profits from said mortgaged premises and to retain, use and enjoy the same.

(2) Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Note, Mortgage, Loan Agreement or Leases contained, Lender, without in any way waiving such default, may at its option take possession of the mortgaged premises and have, hold, manage, lease and operate the same, on such terms and for such period of time as Lender may deem proper, and may collect and receive all rents, issues and profits of the mortgaged premises, with full power to make from time to time all alterations, renovations, repairs or replacements thereto as may seem proper to Lender, and to apply such rents, issues and profits to the payment of (a) the cost of all such alterations, renovations, repairs and replacements, and expenses incident to taking and retaining possession of the mortgaged premises, and the management and operation thereof, and keeping the same properly insured, and (b) all taxes, charges, claims, assessments, water rents, and any other liens which may be prior in lien or payment to the mortgage debt, and premiums for said insurance, with interest on all such items, and (c) the indebtedness secured hereby, together with all costs and attorney's fees, in such order or priority as to any of such items as Lender in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(3) Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under said Leases or under or by reason of this Assignment; and Assignor shall and does hereby agree to indemnify Lender for and to hold Lender harmless of and from any and all liability, loss or damage which Assignor incurs under said Leases or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Lender incur any liability, loss or damage under said Lease or under or by reason of this Assignment, other than losses, liabilities or damages actually caused by Lender or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Assignor shall reimburse Lender therefore immediately upon demand, and upon failure of Assignor so to do Lender may declare all sums secured hereby immediately due and payable.

(4) Upon payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect; but the affidavit, certificate, letter or statement of any officer, supervisor or attorney of Lender, showing any part of said indebtedness to remain unpaid, shall be and constitute conclusive evidence of the validity,

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