

agree to and with Assignee, that it will not without the written consent of the Assignee,

(1) Cancel the said Lease or accept a surrender thereof unless the Assignors and the tenant or successor tenant shall execute a new Lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new Lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligations to pay taxes and insurance to the extent that such obligation may exist under the cancelled Lease, and which new Lease shall run to a date which shall not be prior to the expiration of the said cancelled Lease. Assignors covenant and agree to assign said new Lease to Assignee in the same form and manner as it assigned the said cancelled Lease.

(2) Modify the said Lease, either orally or in writing, so as to decrease the term of the Lease, reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(3) Consent to an Assignment or sublease of the tenant's interest in said Lease which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of the Lease, and/or which will violate any of the exclusives or restrictive covenants contained in any other Lease assigned to said Mortgagee as additional security for said Note.

(4) 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 Assignee shall be null and void. Assignee, by acceptance of this Agreement, covenants and agrees to and with Assignors that, until a default shall occur by Assignors in the performance of the covenants or in the making of the payments provided for in said Mortgage or Note, and said Assignors may receive, collect and enjoy the rents, issues and profits accruing to it under said Lease, 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 Mortgage or Note secured thereby, the Assignee may, at its option, receive and collect all the said rents, issues and profits. The Assignors, in the event of default in any of the payments or in performance of any of the terms, covenants or

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