

Mortgagee to declare all sums secured by this Mortgage to be immediately due and payable, and to foreclose this Mortgage.

ARTICLE II
ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Mortgaged Estate, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits, and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than two months in advance) prior to or at any time there is not an event of default under any of the Loan Instruments. The assignment of the rents, issues and profits of the Mortgaged Estate in this Article II is intended to be an absolute, present assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Mortgagor to Mortgagee contingent only upon the occurrence of an event of default under any of the Loan Instruments.

2.02 Assignment of Security Deposits. Mortgagor hereby assigns to the Mortgagee all security deposits received by Mortgagor or any agent of Mortgagor. Prior to default hereunder and demand by the Mortgagee for delivery of such security deposits to it or its designee, Mortgagor shall maintain the security deposits in a separate, identifiable account in a bank acceptable to Mortgagee. Upon delivery of such security deposits to Mortgagee, the Mortgagee shall hold such deposits pursuant to the terms of the leases in respect of which such deposits were obtained by Mortgagor. Provided, however, in no event shall Mortgagee be liable to any lessee of any part of the Mortgaged Estate for the return of any security deposit in any amount in excess of the amount delivered to the Mortgagee by Mortgagor. Any security deposits held by Mortgagee shall not bear interest unless required by applicable law.

2.03 Collection Upon Default. Upon any event of default under any of the Loan Instruments, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court and without regard to the