

CONDITIONAL ASSIGNMENT OF LEASES AND RENTS - Page 3 --

by the said Lawyers Office Building, Inc., its successors or assigns, in the performance of the covenants or in the making of the payments provided in the said mortgage and note, the said Lawyers Office Building, Inc., may receive, collect and enjoy the rents, issues and profits accruing to it under said leases, both written and verbal; but it is covenanted and agreed by the said Lawyers Office Building, Inc., for the consideration aforesaid, that upon the happening of any default in performance of the covenants or the making of payments provided for in said mortgage or note, the Provident Life and Accident Insurance Company, at its option, may receive and collect all the said rents, issues and profits. The said Lawyers Office Building, Inc., in the event of default in any of the payments or in the performance of any of the terms, covenants or conditions of the aforesaid mortgage, hereby authorizes the Provident Life and Accident Insurance Company, 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 said Lawyers Office Building, Inc., hereby authorizing the Provident Life and Accident Insurance Company in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent as it might reasonably so act. The Provident Life and Accident Insurance Company 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 Provident Life and Accident Insurance Company by the said Lawyers Office Building, Inc., under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income, and as to the items which