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provided shall be applied in the same manner as the proceeds of any sale under a foreclosure but there shall be no obligation on the Assignee to account for any money received by the purchaser of the said premises at any foreclosure sale to whom the said leases shall have been assigned. Upon payment of the said indebtedness to the Assignee, the Assignor shall be entitled to the credit for all money received by the Assignee pursuant to this assignment and not applied as hereinabove provided.

2. Nothing herein contained shall alter, affect or impair any of the terms, clauses, covenants or conditions contained in the said agreement and the Assignor hereby covenants and agrees that, without the written consent of the Assignee, the said leases will not be cancelled, surrendered or modified nor will there be made or permitted any breach of the covenants, conditions or provisions of the said lease which would entitle any tenant to a discharge from liability thereunder nor will the Assignor, its successors or assigns, collect, receive, receipt for, assign, pledge or anticipate in any way rents or other payments which are or may be or become due under the said lease further in advance than the then matured due and current monthly installments of rent or other payments. The Assignor further represents hereby that each said lease is now in full force and effect, that there are no defaults thereunder and that all prior assignments thereof and any prior leases of said premises have been released or cancelled.

3. Nothing herein contained shall be construed to bind the Assignee to the performance of any of the covenants, conditions or provisions contained in the said lease or otherwise to impose any obligation on the Assignee (including, without limitation, any liability under the covenant of quiet enjoyment contained in the said lease in the event that the tenants shall have been joined as parties defendant in any action to foreclose and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in

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