collect all the said rents, issues and profits. The OWNER, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes BANK 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 OWNER hereby authorizing BANK in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNER might reasonably so act. BANK 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 BANK from the OWNER under the terms and provisions of the afiresaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of BANK.

The OWNER hereby covenants and warrants to BANK that it has not executed any prior assignment of said leases or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent BANK from operating under any of the terms and conditions of this assignment, or which would limit BANK in such operation; and OWNER further covenants and warrants to BANK that it has not executed or granted any modification whatever of said leases, either orally or in writing, and that the said leases are in full force and effect according to their respective original terms, and that there are no defaults now existing under any of the said leases.

All of the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the OWNER has executed this assignment on this 21st day of September, 1964.

WITNESSES:

Eunice D. Shelton

Harry K. Stephenson

By: _Frank E. R. Siena_

Frank E. R. Siena
His Attorney in Fact

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