

The Assignors do hereby further covenant and agree that any rentals received by the Assignee under the terms of this Assignment may in the sole and absolute discretion of such Assignee, its successors and assigns, be applied without regard to order in any one or more of the following manners:

- (a) to either the unpaid principal balance on the indebtedness or current installments to principal;
- (b) to interest as it accrues on the indebtedness;
- (c) to taxes or special assessments which constitute a lien against the Lender's security;
- (d) to any obligations of the Lessors under the terms of any of the aforesaid leases;
- (e) or to cure any default under the terms of the Mortgage or other security instrument, or under the terms of the Promissory Note or other instrument evidencing indebtedness or security therefore.

It is further covenanted and agreed that Assignors (their respective executors, administrators, heirs or assigns), shall have no rights, power or authority to alter, modify or amend the terms, or any of them, of the Leases above described in any particular whatsoever without first obtaining the consent in writing of Assignee, to such alteration, modification or amendment.

Any attempted modification contrary to the terms of this provisions shall, at the option of the Assignee mature the entire indebtedness secured by this Assignment.

Assignors covenant that at the time of the execution and delivery of this Assignment there has been no prepayment of any rents by any tenant occupying the above described property or by any Lessee in any Lease assigned herein, and the Assignors further

(Continued on Next Page)