

VOL 927 PAGE 418

not to collect in advance any rents from the said mortgaged premises, other than as required to be paid in advance by the terms of any lease or rental agreement, covenants and agrees not to alter any provision of, or nullify, any lease or rental agreement, except to the extent that Assignee shall first agree in writing; and further covenants and agrees not to do any other act which would impair or destroy any benefit to Assignee under this assignment. Owner covenants not to consent to the assignment of the aforementioned lease in whole or in part, without the prior written consent of Assignee, which consent Assignee shall not unreasonably withhold.

6. It is not the intention of the parties hereto that any entry by Assignee upon the mortgaged premises under the terms of this instrument shall constitute Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee.

7. This assignment shall remain in full force and effect as long as any part of the indebtedness secured by the aforementioned deed of trust remains unpaid.

8. The provisions of this instrument shall be binding upon Owner and Assignee and their respective legal representatives, successor and assigns.

(Continued on next page).