

expenses of collection, if any, shall be applied on account of any delinquencies of principal and interest and taxes, assessments on said real estate and insurance premiums.

It is expressly covenanted and agreed by the undersigned, that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment or any rents by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the Borrowers, their heirs and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of the Lenders, to such authorization, modification or amendment.

Nothing herein contained shall be construed as making the Lenders or its successors, and assigns, a mortgagee in possession, nor shall said Lenders, or its successors and assigns, be liable for laches, or failure to collect said rents, profits, issues, revenues, royalties, rights and benefits, and it is understood that said Lenders are to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment, nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the Lenders, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the mortgage and note for which this Assignment is given as additional security.

IN WITNESS WHEREOF we have set our hands and seals.

WITNESSES:

<u><i>[Signature]</i></u>	}	<u><i>[Signature]</i></u> ARNOLD BERNSTEIN
<u><i>[Signature]</i></u>		
<u><i>[Signature]</i></u>	}	<u><i>[Signature]</i></u> WILLARDEAN B. BERNSTEIN
<u><i>[Signature]</i></u>		