

the second part, its successors and assigns, upon demand for payment thereof by the said party of the second part, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default under the terms of the note and/or mortgage referred to herein, and until such demand is made, the party of the first part is authorized to collect, or continue collecting, said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect, or continue collecting as aforesaid, by the party of the first part, shall not operate to permit the collection by the said party of the first part, its successors and assigns, of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

The term of this assignment shall be until the certain note and mortgage (or any extension or renewal thereof) dated May 15, 1974, executed and delivered by the Keep Corporation to Northwestern Financial Investors, covering the premises described in Schedule A hereof for the sum of three hundred eighty thousand and no/100 (\$380,000.00) dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which time this assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder; the manner of the application of such amounts and the item to be credited, shall be solely within the discretion of the party of the second part.

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