

IT IS FURTHER UNDERSTOOD AND AGREED that in case it should be necessary for the said Mortgagee, for the purpose of protecting its interest, to assert its rights as assignee of said lease, and to enforce payment of the indebtedness existing under said note and mortgage or any part thereof from the leasehold interest hereby assigned, the said Mortgagee will account for and pay over to the undersigned all amounts realized by it from rents collected under said lease in excess of the indebtedness of the undersigned to the said Mortgagee, principal and interest, including such costs and expenses as the said Mortgagee may be obligated to incur in thus enforcing its rights as assignee of said lease and including any and all sums which may have been advanced by it for taxes, insurance and similar items.

IT IS FURTHER AGREED that the undersigned shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein nor consent to an assignment thereof by the Lessee (except as provided in said lease) without the written consent of the said Mortgagee so long as it holds a mortgage upon the property above described.

Upon the full performance of the conditions and obligations of said note and mortgage hereinabove mentioned, this assignment shall be void and of no effect, and thereupon in that event, the said Mortgagee will reassign to the undersigned its right, title and interest in and to the said lease so acquired under and by virtue of this assignment.

IN WITNESS WHEREOF, the undersigned has executed