

such demand is made the Owners are authorized to collect, or continue collecting, said rents, issues, profits, revenues, royalties, rights and benefits.

The term of this Assignment shall be until the certain Note and Mortgage (or any extension or renewal thereof) dated February 26, 1976, made, executed and delivered by Owners in favor of Lender covering the premises described on Schedule A attached hereto for the sum of One Hundred Seventy Thousand and No/100 (\$170,000.00) 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.

It is expressly covenanted and agreed by the Owners that at the time of the execution and delivery of this Assignment there has been to anticipation or prepayment of any rents by any of the lessees or tenants occupying the above described property.

It is further covenanted and agreed that the Owners and 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 Lender to such alteration, modification or amendment.

Nothing herein contained shall be construed as making Lender, or its successors and assigns, a mortgagee in possession, nor shall said Lender, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Lender is 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 Lender, or its successors and assigns, of the right to enforce