

- 3. Accepted Rents for more than thirty (30) days in advance of the due date thereof;
- 4. Received knowledge of a lease default by any tenant; or
- 5. Executed or granted any modification of any lease, either orally or in writing.

11. LANDLORD'S COVENANTS: Landlord does hereby covenant and agree that during the term of this Assignment, Landlord will not without the written consent of Assignee first had and obtained:

- 1. Permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber, or assign the rents or any part thereof or any lease or any interest therein;
- 2. Consent to an assignment or sublease of any tenant's interest in a lease which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of a lease, and/or which will violate any of the exclusives or restrictive covenants contained in any other lease;
- 3. Accept a surrender or abandonment or vacation of the premises prior to the end of the term of a lease;
- 4. Modify a lease, either orally or in writing, so as to decrease the term of the lease, reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance or maintenance of the premises;
- 5. Fail to comply with all of the terms, conditions and covenants of a lease imposed upon Landlord so as to permit any termination of a lease because of a default by Landlord; or
- 6. Permit the payment of rent in any medium other than lawful money of the United States.

Any of the above acts, if done without the written consent of Assignee, shall be null and void.

12. WAIVER: The failure of Assignee at any time to avail itself of any of Assignee's rights under the Assignment shall not be construed to be a waiver of any of such rights but Assignee shall have full power and authority to exercise such rights at any time or times that Assignee deems fit.

In accepting this Assignment, Assignee shall in no manner be prejudiced in Assignee's right to foreclose the lien of the Mortgage or in any other right or privilege granted to Assignee by the terms of the Mortgage.

13. RECEIVER FOR PROPERTY: In addition to all of Assignee's other rights hereunder, Assignee shall be entitled to request a court of competent jurisdiction to appoint a receiver for the Property. Said receiver shall be entitled to exercise all of the aforesaid powers and rights available to Assignee hereunder, as well as all other rights available at law and in equity in order to fully protect Assignee's interest under this Assignment of Rents, the Note or any other instrument securing the Note.

1000

4328 RV.2