

2. Upon written notice from Assignee or Assignor with copies thereof to tenants under the Leases ("Tenants"), Assignor shall direct all Tenants to make all rental payments directly to Assignee until such time as Assignee directs Tenants in writing to otherwise make such payments. Assignor covenants and agrees to release and hold harmless all Tenants from any claim on account of any such payments made directly to Assignee.

3. The acceptance of this Assignment and the collection of rents or the payments under the Leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Note and Mortgage. In the event of conflict between the terms and conditions hereof and the terms and conditions of the Mortgage relating to assignment of rents, the terms and conditions of the Mortgage shall prevail.

4. It is expressly understood and agreed by the parties hereto that, anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to Assignor in any court procedure involving any of the Tenants in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court; and any and all payments made by Tenants in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

5. In addition, upon the occurrence of any default under the Note, the Mortgage or any of the Leases, Assignee, without in any way waiving such default, may, at its option, expressly declare itself to be mortgagee in possession and take possession of the Mortgaged Premises, and have, operate, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper, and may collect and receive all rents, issues and profits of the Mortgaged Premises, with full power to make from time to time all alterations, renovations, repairs or replacements thereto as may seem proper