

BOOK 584 10533

consideration of the sum of Ten (\$10.00) Dollars to them paid by the party of the second part, the receipt of which is hereby acknowledged; do hereby grant, release, assign, transfer and set over unto State Capital Life Insurance Company, party of the second part, its successors and assigns forever; all rights enuring to the benefit of the said parties of the first part under the terms of the agreement of lease hereinbefore described.

The parties of the first part do hereby authorize and empower the said State Capital Life Insurance Company, its successors and assigns, to collect the said rents, issues, profits, revenues, rights and benefits, as they shall become due, and do hereby direct each and all of the tenants of the aforesaid premises to pay such rents as may now be due or shall hereafter become due to the said State Capital Life Insurance Company, its successors and assigns, upon demand for payment thereof by said State Capital Life Insurance Company, its successors and assigns. It is understood and agreed, however, that until such demand is made the parties of the first part are authorized to collect, or continue collecting, said rents, issues, profits, revenues, rights and benefits, in the same manner as if this assignment did not exist. The term of this assignment shall be until the term of the indebtedness secured by the mortgage hereinabove referred to of date the 19th day of September, 1957, from said parties of the first part to the party of the second part 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 above described mortgage debt and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

Nothing herein contained shall be construed as making the State Capital Life Insurance Company, or its successors and assigns, a mortgagee in possession, nor shall said State Capital Life Insurance Company, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, rights and benefits, and it is understood that said State Capital Life Insurance Company is to account only for such sums as are actually collected.

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