

forthwith to enforce payment and collection of the rents due and to become due under the said lease and to exercise all powers that would otherwise be vested in the assignors to enforce payment and collection of the rents and to evict or dispossess the tenant and any other tenants there may be.

It is further expressly understood and agreed that:

1. The receipt by the assignee of any rents, income or other monies under this assignment shall not operate to waive or cure any breach or default in any of the terms, covenants or conditions of the said mortgage, or affect the right of the assignee to declare the entire unpaid balance of the indebtedness, with interest thereon, due and payable immediately by reason of any such default. Any and all such monies received hereunder by the assignee may be applied to the costs of collection thereof, if any, to the payment of taxes, assessments and other charges affecting the premises, and to the indebtedness. In the event of a foreclosure of the said mortgage, the said lease may be assigned by the assignee to the purchaser at such foreclosure sale, if, by that foreclosure, the tenants shall not have been barred and foreclosed of all right, title, interest and equity of redemption in the premises. Any sums received by the assignee pursuant to this assignment and not applied to the payment of taxes, assessments, and other charges affecting the premises shall be applied in the same manner as the proceeds of any sale under a foreclosure of said mortgage but there shall be no obligation on the assignee to account for any money received by the purchaser of the premises at any foreclosure sale to whom the lease may have been assigned. Upon payment of the indebtedness to the assignee, the assignors shall be entitled to credit for all money received by the assignee pursuant to this assignment and not applied as hereinabove provided.

2. Nothing herein contained shall alter or impair any of the terms, covenants or conditions contained in the said mortgage. The assignors hereby covenant and agree that, without the written consent of the assignee, there will not be made or permitted any breach of the covenants or provisions of the lease which would entitle the tenant to a discharge from liability thereunder. The assignors further covenant that they will not collect, receive, receipt for, assign, pledge or anticipate in any way, any rents or other payments which are or may become due under the said lease further in advance

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