

- (b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof.
- (c) Modify the said lease, either orally or in writing.
- (d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.

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

Wachovia, by acceptance of this assignment, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Wachovia may, at its option, receive and collect all the said rents, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes Wachovia at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the Owner hereby authorizing Wachovia in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Owner might reasonably so act. Wachovia shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Wachovia from the Owner under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Wachovia.

The Owner hereby covenants and warrants to Wachovia that it has not executed any prior assignment of said lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent Wachovia from operating under any of the terms and conditions of this assignment, or which would limit Wachovia in such operation; and Owner further covenants and warrants to Wachovia that it has not executed or

- \*(e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease.

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