

and any of the above acts, if done without the written consent of The Bank shall be null and void. The Bank, by acceptance of this agreement, 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, The Bank 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 the performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes The Bank, 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 The Bank 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. The Bank 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 The Bank 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 The Bank.

The owner irrevocably consents that the tenant under said lease, upon demand and notice from The Bank of the owner's default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to The Bank without liability to the tenant for the determination of the actual existence of any default claimed by The Bank.

The Bank shall have the right to assign the owner's right, title and interest in said lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After the owner shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the owner's interest in said lease shall be liable to account to the owner for the rents, income and profits thereafter accruing.

The owner agrees to indemnify and hold The Bank harmless of and from any and all liability, loss or damage which The Bank may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against The Bank by reason of any alleged obligation or undertaking to be performed or discharged by The Bank under the said lease or this assignment. Nothing herein contained shall be construed to bind The Bank to the performance of any of the terms and provisions contained in said lease, or otherwise to impose any obligation on The Bank, including, without limitation, any liability under the covenant of quiet enjoyment contained in said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by The Bank, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon The Bank, nor for the carrying out of any of the terms and provisions of said lease. Should The Bank incur any liability mentioned in this paragraph, or loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately upon demand reimburse The Bank for the amount thereof, including costs and expenses and reasonable attorney's fee, and The Bank may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

The owner covenants and warrants to The Bank that it has not executed any prior assignment of said lease or rentals, nor has the owner

(Continued on next page)