

the rents or any part thereof to any other person whatsoever.

Said Bank, by acceptance of this agreement, covenants and agrees that until a default has occurred by the Owner in his performance of the covenants and obligations set forth in the note and security deed securing the above-mentioned loan, the Owner may receive, collect and enjoy the rent, issues and profits accruing to him under said lease; but upon the happening of any default in his performance of said covenants and obligations, said Bank may, at its option, receive and collect all said rents, issues and profits; and in the event of such default, said Bank is fully authorized to enter upon the premises through its agents, officers or employees for the purpose of collecting the rents and otherwise dealing with the Lessee, and in general to perform all acts necessary for the operation and maintenance of the premises in the same manner and to the same extent as the Owner might reasonably act. Said Bank shall, upon receipt of the rent paid by the Lessee, after the payment of all proper charges and expenses, credit the net amount of income which it receives by virtue of this assignment to any amounts due by the Owner to it under the terms and provisions of the aforementioned note and security deed. Under all circumstances where it may become necessary or desirable, the Owner irrevocably appoints said Bank as his attorney in fact to carry out the provisions of said lease and to collect the rents, issues and profits thereof, and there shall be no obligation on the part of SAV-A-TON INCORPORATED, or any of its assignees or sub-tenants, to determine if an actual default as claimed by said Bank is in existence; and the payment of any sums to said Bank under its representation of its rights shall fully protect the Lessee to the extent of such payments.

Owner does hereby warrant that he has not executed any prior assignment of said lease; that the lease has not been modified

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