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WHEREAS, as additional security for both said mortgage loans, the Owners are executing in favor of First Federal a conditional assignment of the Owners' interest in said leases or subleases;

NOW, THEREFORE, KNOW ALL MEN that in consideration of the premises and the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, the Owners hereby assign, transfer, and set over unto First Federal the aforesaid leases or subleases as additional security to the mortgage deeds aforementioned; and the Owners covenant and agree that they will not, without the prior consent of First Federal,

- (a) Cancel any such lease or sublease unless the Owners and the lessee or sublessees shall execute a new lease or sublease which shall take effect prior to or simultaneously with such cancellation, such new lease or sublease to provide for a rental not less than the rent payable under the cancelled lease and to run to a date which shall not be prior to the expiration date of the cancelled lease; nor
- (b) Reduce the agreed rental; nor
- (c) Modify the lease or sublease so as to decrease its term or alter the lessee's obligation to pay taxes or insurance premiums; nor
- (d) Consent to any assignment which would relieve the lessee or sublessee of its obligation to pay rent or otherwise to perform the obligations of said lease;

and any of such acts, if done without the prior written consent of First Federal, shall be null and void and of no effect.

First Federal agrees that, until a default shall occur by Owners in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said Owners may receive, collect and enjoy the rents, issues and profits accruing to it under said leases, but the rentals shall only be collected as and when such rentals become due and payable under the terms of said leases or subleases; but it is covenanted and agreed by Owners 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, First Federal may, at its option, receive and collect all the said rents, issues and profits. The Owners, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgages or notes, hereby authorizes First Federal 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

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