

covenant and agree that they will not accept any installment of rent in advance of the date prescribed in said Lease or Leases for the payment thereof without the written consent of the Assignee.

Nothing herein contained shall be construed as making Assignee or its successors and assigns, a mortgagee, in possession, nor shall it or its successors and assigns be liable for laches, or failure to collect said rents, issues, profits, revenue, rights and benefits, and it is understood that Assignee is to account only for such sums as are actually collected by it.

This assignment is given as security for the indebtedness, evidenced by the note hereinafter described, and shall terminate and become null and void upon payment of the same, to wit: That One Certain Promissory Note of even date herewith executed by Assignors payable to the order of Assignee in the principal sum of Sixty-Eight Thousand and No/100 (\$68,000.00) Dollars with interest thereon at the rate of 7 3/4 per cent per annum until paid, payable in monthly installments including principal and interest of Six Hundred Forty and 9/100 (\$640.09) Dollars each, the first such installment to be due and payable on June 1, 1971, and a like installment to be due and payable on the 1st day of each month thereafter until such note, including principal and interest, is fully paid, except that the final installment will be due on May 1, 1986, unless sooner paid, reference to which note is hereby made for all purposes.

It is understood and agreed that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, rights and benefits hereunder shall

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