

by virtue of this assignment, to any amounts due and owing to it by Owner under the terms of the aforementioned deed of trust and note secured thereby, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Assignee. Assignee shall not be accountable for more monies than it actually receives from the mortgaged premises, nor shall it be liable for failure to collect rents.

4. In the event, however, that Owner shall reinstate the mortgage loan in good standing, having complied with all the terms, covenants and conditions of the said deed of trust and the note secured thereby, then Assignee, within one (1) month after demand in writing, shall redeliver possession of the mortgaged premises to Owner, which shall thereafter have the right to remain in possession, unless and until another default occurs, at which time Assignee may at its option again take possession of the mortgaged premises under authority of this instrument.

5. Owner hereby covenants and warrants to Assignee that neither Owner, nor any previous owner, has executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of landlord's interest in any lease of the whole or any part of the mortgaged premises. Owner also hereby covenants and agrees

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