

cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owners covenant and agree to assign said new lease to Mortgagee in the same form and manner as they assigned the said cancelled lease:

- (b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease, reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance or maintenance of the premises.
- (c) Consent to an assignment of the tenant's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.
- (d) Permit the payment of rent in any medium other than lawful money of the United States; permit the payment of any rent more than thirty (30) days in advance of the due date thereof or anticipate, discount, compromise, forgive, encumber or assign the rents or any part thereof or any lease or any interest therein.
- (e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease.

and any of the above acts, if done without the written consent of Mortgagee, shall be null and void.

MORTGAGEE, by acceptance of this assignment, covenants and agrees to and with Owners 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, Owners may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by Owners, 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, Mortgagee may, at its option, receive and collect all the said rents, issues, and profits. Owners, in the event of default in any of the payments or in performance to enter upon

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