

the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Owners hereby authorizing Mortgagee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that Owners might reasonably so act. Mortgagee shall, after payment of all proper charges and expenses, credit the net amounts of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Mortgagee from Owners under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Mortgagee.

Owners hereby covenant and warrant to Mortgagee that it has not executed any prior assignment of said lease or rentals, nor has Owners performed any acts or executed any other instrument which might prevent Mortgagee from operation under any of the terms and conditions of this assignment; or which would limit Mortgagee in such operation; and Owners further covenant and warrant to Mortgagee that it has not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. Owners further covenant during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon Owners so as to prevent any termination of the lease because of a default by Owners.

Owners irrevocably consent that the tenant under said lease, upon demand and notice from Mortgagee of Owners' default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to Mortgagee without liability to the tenant for the determination of the actual existence of any default claimed by Mortgagee.

Mortgagee shall have the right to assign the Owners' right, title and interest in said lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Owners shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the Owners' interest in said lease shall be liable to account to Owners for the rents, income and profits thereafter accruing.

Owners agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which Mortgagee may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking to be performed or discharged by Mortgagee under the said lease or this assignment. Nothing herein contained shall be construed to bind Mortgagee to the performance of any of the terms and provisions

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