

It is expressly covenanted and agreed by the undersigned party of the first part, assignors, that at the time of the execution and delivery of this assignment, there has been no anticipation or prepayment of any rents beyond one month in advance plus any tenant's security deposit, by any of the tenants occupying the above-described property or by any of the leasees in any of the above-described leases.

It is further covenanted and agreed that the party of the first part, its successors, assignors, their heirs, executors and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any of the leases above described in any particular whatsoever other than in the ordinary course of business, without first obtaining the consent in writing of the party of the second part, to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the party of the second part, or its successors and assigns, a mortgagee in possession nor shall said party of the second part, or its successors and assigns, be liable for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said party of the second part is to account only for such sums as are actually collected.

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, royalties, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the mortgage and note for which this assignment is given as additional security.

Provided, however, and notwithstanding any provision herein to the contrary, it is specifically understood and agreed between the party of the first part and the party of the second part that this

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