

first part shall not operate to permit the collection by the party of the first part, its successors or assigns, of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof, without the prior written consent of the assignee. Anything to the contrary notwithstanding, assignor hereby assigns to assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceeding in any State or Federal Court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The term of this assignment shall be until the certain note and mortgage, or any extension or renewal thereof dated *Nov 20*, 1974, made, executed and delivered by Ewing-Hungiville Realty and Construction, Inc. to Assignee, covering the above described property for the sum of Seven Hundred Four Thousand Seven Hundred and 23/100 (\$704,700.23) Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This Assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage.

The Mortgagor, in the event of default in performance of any of the terms and conditions of said note and mortgage hereby authorizes the assignee, at its option, to enter and take possession of the above-described premises and the improvements situate thereon and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with possession of said premises in its own name or Mortgagor's name, make repairs as assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the assignee, in its discretion, may deem proper.

The receipt by the assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be liable for laches, or failure to collect said rents, issues, profits, revenue, royalties, rights and benefits, and it is understood that said assignee is to account only for such sums as are actually collected, and said assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by assignor under any of said leases, and the assignor hereby agrees to indemnify the assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises, upon the assignee, or make the assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

0 5 8

4328 RV-2