

3. Accepted Rents for more than thirty (30) days in advance of the due date thereof.
4. Received knowledge of a lease default by any tenant; or
5. Executed or granted any modification of any lease, either orally or in writing.

10. LANDLORD'S COVENANTS: Landlord does hereby covenant and agree that during the term of this Assignment, Landlord will not without the written consent of the Assignee first had and obtained:

1. 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 lease or any interest therein.
2. Consent to an assignment or sublease of any tenant's interest in a lease.
3. Accept a surrender or abandonment or vacation of the premises prior to the end of the term of a lease.
4. Modify a lease, either orally or in writing.
5. Fail to comply with all of the terms, conditions and covenants of a lease imposed upon Landlord so as to permit any termination of a lease because of a default by Landlord; or
6. Permit the payment of rent in any medium other than lawful money of the United States.

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

11. WAIVER: The failure of Assignee at any time to avail itself of any of Assignee's rights under the Assignment shall not be construed to be a waiver of any of such rights but Assignee shall have full power and authority to exercise such rights at any time or times that Assignee deems fit.

In accepting this Assignment, Assignee shall in no manner be prejudiced in Assignee's right to foreclose the lien of the Mortgage or in any other right or privilege granted to Assignee by the terms of the Mortgage.

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