

the whole or any part of the mortgaged premises and that the leases now executed are in full force and effect with no modification or amendments thereto, other than as previously disclosed to Assignee, and with no default thereunder. Owner also hereby covenants not to collect the rents of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of the rental agreement, under which payable, and further covenants that he or it will not, without the prior written consent of Assignee, alter or amend the provisions of any lease of any portion of the mortgaged premises, consent to the termination thereof, give his or its consent, where required, to the assignment thereof or subletting thereunder, and will not do any act which would destroy or impair the benefits to Assignee of this assignment.

6. It is not the intention of the parties hereto that an entry by Assignee upon the mortgaged premises under the terms of this instrument shall constitute Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee.

7. This assignment shall remain in full force and effect as long as the mortgage indebtedness remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon Owner and his or its heirs, devisees, legal representatives, successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, or instruments, given to evidence the indebtedness held by Assignee against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by the Assignee, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

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