

6. The Assignee shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents, and fire and liability insurance in the requisite amounts, credit the net amount of income received by the Premises by virtue of this Assignment to any amounts due and owing to it by the Assignor under the terms of said Mortgage Deed and the Note secured thereby, but the manner of the application of such net income and what items shall be created, shall be determined in the sole discretion of the Assignee. The Assignee shall not be accountable for more moneys than it actually receives from the Premises; nor shall it be liable for failure to collect rents. The Assignee shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

7. In the event, however, that the Assignor shall reinstate the aforesaid loan completely in good standing, having complied with all the terms, covenants and conditions of the Mortgage Deed and the Note secured thereby, then the Assignee as soon as practicable but not later than one month after demand in writing shall redeliver possession of the Premises to the Assignor, who shall remain in possession unless and until default occurs, at which time the Assignee may at its option again take possession of the Premises under authority of this instrument.

8. Assignor hereby covenants and warrants to the Assignee that it has not executed any prior assignment or pledge of the rentals of the Premises, nor any prior assignment or pledge of its landlord's interest in any lease of the whole or any part of the Premises, except to the Assignee, except as such are assigned or pledged to the holder of the Prior Note. The Assignor also hereby covenants and agrees not to collect the rents of the Premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to the Assignee of this Assignment.

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

10. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of said Note and Mortgage Deed.

11. This Assignment shall remain in full force and effect as long as the aforesaid debt to Assignee remains unpaid in whole or in part.

12. The provisions of this instrument shall be binding upon the Assignor and its legal representatives, executors, administrators, successors or assigns. The word "Assignor" shall be construed to mean any subsequent owner of the real estate referred to herein.

It is understood and agreed that a full and complete release of the Mortgage Deed shall operate as a full and complete release of all the Assignee's rights and interest hereunder, and that after said Mortgage Deed has been fully released this instrument shall be void and of no further force or effect.