

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Provident Life and Accident Insurance Company to owner, the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers, and sets over unto Provident Life and Accident Insurance Company, its successors and assigns, all the right, title and interest of owner in and to the said lease and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the owner hereby covenants and agrees to and with the Mortgagee, that it will not, without the written consent of the Mortgagee,

- (a) Cancel any of said leases or accept a surrender thereof unless the owner and the respective tenant above named shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in the same form and manner as it assigned the said cancelled lease.
- (b) Modify any of said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.
- (c) Consent to an assignment or sublease of the tenant's interest in said lease which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of the lease, and/or which will violate any of the exclusive or restrictive covenants contained in any other lease assigned to said Mortgagee as additional security for said note.
- (d) Permit the payment of rent in any medium other than lawful money of the United States; 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 part thereof or any lease or any interest therein.

and any of the above acts, if done without the written consent of Mortgagee shall be null and void. Mortgagee, by acceptance of this agreement, covenants and agrees to and with owner that, until a default shall occur by owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said owner may receive, collect and enjoy the rents, issues and profits accruing to it under said leases; but it is covenanted and agreed by owner, for the consideration aforesaid, that, upon the happening of any default in performance of the