

the right to collect said rents, income and profits from the aforementioned leases, and the awards and payments described below, and to retain, use and enjoy the same, provided, however, that even before such an event of default occurs no rent shall be collected or accepted more than thirty (30) days in advance of its due date without the prior written consent of Assignee. Anything herein to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any Court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by such lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any such action and/or to collect any such award or payment.

Assignor, upon the occurrence of any event of default under said mortgage, hereby authorizes Assignee, at its option, to enter and take possession of said premises 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 the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as Assignee, in its discretion, may deem proper.

The receipt by 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 obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said

1196
592

1196
592