

Borrower, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes Mortgagee at its option to enter upon the said mortgaged premises by its officers, agents, or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Borrower hereby authorizing Mortgagee in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that Borrower might reasonably so act. Mortgagee shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Mortgagee from Borrower under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Mortgagee.

Borrower irrevocably consents that the tenant under said lease, upon demand and notice from Mortgagee of Borrower's default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to Mortgagee without responsibility to the tenant for the determination of the actual existence of any default claimed by Mortgagee.

The Mortgagee shall have the right to assign Borrower's right, title and interest in said lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. If Borrower shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of Borrower's interest shall be liable to account to Borrower for the rents, income and profits thereafter accruing.

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