

the title to said premises to any of the lessees without requiring such lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Note and Mortgage hereinafter described;

(b) not to materially terminate, modify or amend said Leases or any of the terms thereof, or grant any concessions in connection therewith either orally or in writing or to accept a surrender thereof without the written consent of the Mortgagee, the same of which shall not be unreasonably withheld.

(c) not to collect any of the rent, income and profits arising or accruing under said leases for more than two (2) months in advance of the time when the same become due under the terms thereof;

(d) not to discount any future accruing rents;

(e) not to execute any other assignments of said Leases or any interest therein or any of the rents thereunder;

(f) to perform all of Mortgagor's covenants and agreements as lessor under said leases; and to provide Mortgagor with quarterly reports of notices of default with respect to Leases received from the lessees thereunder;

(g) if so requested by the Mortgagee, to enforce said Leases and all remedies available to the Mortgagor against the lessees, in case of default under said Leases by the lessees;

(h) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by assignment;

(i) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(j) not to materially alter, modify or change the terms of any guarantees of any of said Leases or cancel or terminate such guarantees without the prior written consent of the Mortgagee;

(k) not to request, consent to, agree to or accept a subordination of said Leases to any mortgage or other encumbrance now or hereafter affecting the Property, except to the Mortgagee;

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5. As additional collateral and security for the payment of said mortgage loan indebtedness and for the performance of each and every of the covenants and agreements contained in said Instruments and herein, the Mortgagor sells, assigns, transfers, sets over and delivers unto the Mortgagee and agrees to and does hereby grant to the Mortgagee a first security interest in and to all present and future profits, income and issues from the property encumbered by said Instruments, and each and every part and parcel thereof, and also all present and future right, title and interest of the Mortgagor under and by virtue of each and every franchise, license, permit, lease, contract for deed, reservation agreement, or purchase and sale agreement ("purchase agreements"), permanent loan commitments, or any other document or contractual right, written or verbal, covering any part or parcel of the Property whether any of such is now or hereafter made, and any and all amendments to or modifications, extensions or renewals of any of such. Mortgagor hereby warrants that there are no contracts for deed, purchase agreements or leases affecting the Property as of the day and year first above written nor shall there be any in existence on the date of recordation of the Mortgage and other instruments of security, except which are

*Notwithstanding anything to the contrary set forth herein, prior to an Event of Default under the other Instruments, Mortgagor shall not be in default hereunder if it terminates, modifies, amends or otherwise deals with unit-tenant leases in connection with the Project in the exercise of its sound business judgment.

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