

2. Borrower covenants that it has not heretofore, nor will it hereafter, so long as the Loan or any part thereof remains unpaid, without written approval of Bank:

- (a) Cancel the Leases;
- (b) Accept a surrender thereof;
- (c) Reduce the rent;
- (d) Modify the Leases in any way, either orally or in writing;
- (e) Grant any material concession in connection with the Leases, either orally or in writing;
- (f) Collect, or accept payment of, rent under the Leases in advance except one month of such rent and tenant security deposits, nor collect or receive rent except at the times and in the amounts specified and provided by the terms of the Leases;
- (g) Execute any new leases with respect to the premises;

and any of the above acts, if done without the express prior written consent of Bank shall be null and void, and shall constitute a default of the Loan.

3. Unless and until default shall be made by Borrower under the terms of said note and mortgage, or in any covenant or agreement made herein, or in any other document or contract entered into between Borrower and Bank in connection with the Loan, Borrower may collect, receive and enjoy the rents, issues and profits accruing under the Leases in accordance with the terms and provisions of the Leases; in the event of any default, as aforesaid, however, Bank may, upon written notice to the lessee(s) under the Leases, or the person or persons then liable to pay same, receive and collect all of the rents, issues and profits thereunder, including any arrearages in rent which may have accumulated prior to giving of such notice, and Borrower hereby authorizes and empowers Bank, at its option, to enter upon the premises for the collection of such rents, issues and profits, and to take all actions of every kind or character which it shall deem necessary or desirable; Bank is also hereby authorized by Borrower to take such actions, and do such things upon the premises, at its sole election, with respect to the operation and maintenance of the premises as to it shall deem necessary or desirable to that end. Bank in the event of suit or legal proceedings to collect such rent, issues and profits, shall be entitled to

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