

discretion of ASSIGNEE. ASSIGNEE shall not be accountable for more moneys that it actually receives from the mortgaged premises; nor shall it be liable for failure to collect rent. ASSIGNEE shall make reasonable efforts to collect rent, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rent shall be prosecuted.

4. In the event, however, that the ASSIGNOR shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said Mortgage and the Note secured thereby, the ASSIGNEE within one month after demand in writing shall redeliver possession of the mortgaged premises to the ASSIGNOR, who shall remain in possession unless and until another default occurs, at which time ASSIGNEE may at its option again take possession of the mortgaged premises under authority of this instrument.

5. The ASSIGNOR hereby covenants and warrants to ASSIGNEE that is has executed one prior conditional assignment or pledge of the rentals of the mortgaged premises, its interest in any lease of the whole or any part of the mortgaged premises. The ASSIGNOR also hereby covenants and agrees not to collect the rent of the said mortgaged premises in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to ASSIGNEE of this assignment.

6. It is not the intention of the parties hereto that an entry by ASSIGNEE upon the mortgaged premises under the terms of this instrument shall constitute the said ASSIGNEE a "mortgagee in possession" in contemplation of law, except at the option of ASSIGNEE.

7. This assignment shall remain in full force and effect as long as the mortgage debt to ASSIGNEE remains unpaid in whole or in part.

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