

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 he has executed no prior conditional assignments or pledges of the rentals of the mortgaged premises, his interest in any lease of the whole or any part of the mortgaged premises. The ASSIGNOR also hereby covenant and agree 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.

8. The provisions of this instrument shall be binding upon the ASSIGNOR and its legal representatives, successors or assigns and upon ASSIGNEE and its successors or assigns. The word "ASSIGNOR" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "Note" shall be construed to mean the instrument, whether

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