

the Note, the Mortgage and any other agreement or document delivered in connection therewith either as evidence of the Indebtedness or as security therefor (this Assignment, the Note, the Mortgage and any such other agreement or document hereinafter collectively referred to as the "Loan Documents").

THE ASSIGNEE agrees that (a) so long as no Event of Default shall have occurred under the Mortgage and be continuing, the Assignor shall have the right to retain, use, manage and operate the Premises and to collect, receive and apply for its own account the Rents, and (b) upon the payment in full of the Indebtedness and the recordation or filing in the RMC Office and any other appropriate public office of an instrument of satisfaction or full release of the Mortgage and any other of the Loan Documents which have been recorded or filed, without the recordation of another mortgage or instrument in favor of the Assignee affecting the Premises, this Assignment shall become and be void and of no effect.

THE ASSIGNOR agrees that:

1. The Assignor will execute and deliver to the Assignee, at any time or times during which this Assignment is in effect, such further instruments as the Assignee may deem necessary to better confirm or effect the assignment of Leases and Rents hereunder, and will place all such instruments to record in the RMC Office and any other appropriate public office.

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