

on all rental collected, to the said indebtedness, other secured items and repairs, in such manner as the mortgagee may elect; provided, however, that until there be a default under the terms of this deed, the mortgagor may continue to collect and enjoy said rents without accountability to the mortgagee. The curing of any default, however, shall not entitle the mortgagor to again collect said rents unless consented to in writing by the mortgagee. This assignment of rents and power of attorney shall be irrevocable and shall be in addition to the other remedies herein provided for in event of default and may be put into effect independently of or concurrently with any of said remedies, but no liability shall attach to the mortgagee for failure or inability to collect any rents herein assigned.

This assignment, lien and power of attorney shall apply to all rents hereafter accruing from present leases and rentals of the mortgaged property and from all leases and rentals hereafter made by the present or any future owners of the property, and any purchaser of the mortgaged property shall take subject to all the provisions and conditions thereof.

In case the whole or any part of said property shall become vacant, the said mortgagee is authorized to let the same in the name of the party of the first part, either by it or through an agent appointed by it for the purpose, and authority is hereby given to pay such agent, for his services, five per cent of the rents collected.

JCB
WJH