

be unlawful to require Mortgagor to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, Mortgagee may elect, by notice in writing given to Mortgagor, to declare all of the Indebtedness to be and become due and payable thirty (30) days from the giving of such notice.

12. Mortgagor hereby assigns to Mortgagee all existing and future leases, rents, issues, profits, revenues, royalties, rights and benefits of the Property, hereinafter collectively called the "Rents", as further security for the payment of the Indebtedness. Mortgagor grants to Mortgagee the right to (i) enter upon the Property for the purpose of collecting the Rents, let the Property, or any part thereof, and (ii) apply the Rents, after payment of the expenses of collection, if any, to any or all of the following, in such proportions and priorities as Mortgagee, in its sole discretion, may elect: payment of taxes, assessments and all other charges against the Property; payment of all types of insurance premiums pertaining to the Property; reduction of principal or payment of interest due under the Note; payment of all other advances made pursuant to this Mortgage and the Note made by Mortgagee on behalf of or to Mortgagor; and payment of any expenses incurred in operating, maintaining or rebuilding the Property or incurred for its betterment. The assignment shall continue in effect until the Indebtedness is paid, but Mortgagee hereby waives the right to enter the Property for the purpose of collecting the Rents, and Mortgagor shall be entitled to collect and receive the Rent until the occurrence of an Event of Default as hereinafter defined and, if applicable, after the expiration of the notice period provided for herein. Mortgagor shall use the Rents in payment of principal and/or