

Until a default shall occur in the performance of Owners' covenants or in the making of the payments provided for in said mortgage or note, Owners may receive, collect and enjoy the rents, issues and profits accruing under said Leases. Upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Lender may, at its option, receive and collect all the said rents, issues and profits. Owners in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorize Lender at its option, to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Owners hereby authorizing Lender, in general, to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that Owners might reasonably so act, including the right to effect new leases, and to cancel, surrender, alter and amend existing leases. Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the mortgaged premises, to any amounts due Lender from Owners under the terms and provisions of the aforesaid note and mortgage.

Owners hereby warrant to Lender that Owners have not executed any prior assignment or pledge of said Leases or rentals, nor have Owners performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms of this Assignment. Owners further warrant to Lender that the said Leases are in full force and effect according to their terms, and that there are no defaults now existing under the said Leases.

Owners hereby irrevocably authorize and direct Lessees, and any successor to the interest of Lessees, upon receipt of any written request of Lender stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the aforesaid mortgage or note, to pay to Lender the rents due and to become due under the Leases. Owners agree that Lessees shall have the right to rely upon any such statement and request by Lender, that Lessees shall pay such rents to Lender without any obligation or right to inquire as to whether such default actually exists and that Owners shall have no right or claim against Lessee for any such rents so paid by Lessees to Lender. Upon the curing of all defaults, Lender shall give written notice thereof to Lessees and thereafter, until the possible receipt of any further similar written requests of Lender, Lessees shall pay the rents to Owners.

This Assignment shall remain in full force and effect as long as the mortgage debt to Lender remains unpaid in whole or in part, it being understood and reserved that a full and complete release of the aforesaid note and mortgage shall operate as a full and complete release of all of Lender's right and interests hereunder, and that after said mortgage has been fully released, this instrument shall be void and of no further effect.

The provisions of this instrument shall be binding upon the Owners and Lender, their successors and assigns. The word