new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants; the Owner hereby releasing all claims against the Prudential arising out of such management, operation and maintenance, excepting the liability of the Prudential to account as hereinafter set forth.

3. The Prudential shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the Owner under the terms of mortgage and the note secured thereby, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Prudential. The Prudential shall not be accountable for more moneys than it actually receives from the mortgaged premises; nor shall it be liable for failure to collect rents. The Prudential shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that the Owner shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants and conditions of the said mortgage and the note secured thereby, then the Prudential within one month after demand in writing shall re-deliver possession of the mortgaged premises to the Owner, who shall remain in possession unless and until another default occurs, at which time the Prudential may at its option again take possession of the mortgaged premises under authority of this instrument.

5. The Owner hereby covenants and warrants to the Prudential that neither he nor any previous owner has executed any prior assignment or pledge of the rentals of the mortgaged premises, nor any prior assignment or pledge of his landlord's interest in any lease of the whole or any part of the mortgaged premises. The Owner also hereby covenants and agrees not to collect the rents 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 the Prudential of this assignment.

6. It is not the intention of the parties hereto that an entry by the Prudential upon the mortgaged premises under the terms of this instrument shall constitute the said Prudential a "mortgagee in possession" in contemplation of law, except at the option of the Prudential.

7. This assignment shall remain in full force and effect as long as the mortgage debt to the Prudential remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon the Owner and his or its legal representatives, successors or assigns and upon the Prudential and its successors or assigns. The word "Owner" 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 note or bond, given to evidence the indebtedness held by the Prudential against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by the Prudential, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

It is understood and agreed that a full and complete release of the aforesaid mortgage shall operate as a full and complete release of all the Prudential's rights and interest hereunder, and that after said mortgage has been fully released this instrument shall be void and of no further effect.