

Mortgagee in such operation; and Lessees further covenant and warrant to Mortgagee that it has not executed nor granted any modification whatsoever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms and amendments and that there are no defaults now existing under the said lease. Lessees further covenant, during the full term of the loan in connection with which this assignment is made, to comply with all the terms, conditions and covenants of the lease imposed upon Lessees by Lessor, so as to prevent any termination of the lease because of a default by Lessees.

Lessees irrevocably consent that the tenant under said lease, upon demand and notice from Mortgagee of owners default under the aforesaid note, shall pay the rents, issues and profits under the said lease to Mortgagee without liability to the tenant for the determination of the actual existence of any default claim by Mortgagee.

In consideration of \$1.00, paid by Mortgagee to Lessor, the sufficiency of which is hereby acknowledged, Lessor agrees to notify Mortgagee in the event of any default by the Lessees of the terms and conditions of the said assignment of lease and shall give to the Mortgagee the right to pay any past due rents or comply with the terms of said assignment of lease and obligations thereunder. However, nothing contained herein shall be construed to bind Mortgagee to the performance of any of the terms and provisions contained in said assignment of lease, or otherwise to impose any obligation on Mortgagee to Lessor, but merely gives to Mortgagee the right to assume the obligations of the assignment of lease should a default occur.

Upon payment in full of the entire indebtedness secured hereby, as evidence by a recorded satisfaction or release of this instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this conditional consignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs,

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