

From mortgaged premises.

This indenture, made _____ [year], by and between _____ and _____, her husband of the city of _____, county of _____ and state of _____, assignors and _____ company, a corporation organized and existing under and by virtue of the laws of the state of _____.

Assignors have heretofore made and delivered their certain instalment note for \$ _____, as described in and secured by the trust deed to _____, as trustee, dated _____ [year], and recorded in the office of _____ of _____ county, _____, on _____ [year], as document _____; and

Certain defaults under the terms of the mortgage above described have been permitted by assignors and demand has been made that all rents, issues and profits derived from the mortgaged premises as assigned by such mortgage be segregated and preserved so as to be available for application on the mortgage debt, and

Assignee is interested in the subject matter;

Therefore, for and in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Assignors hereby assign to assignee, its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises herein described which may have heretofore or may be hereafter made or agreed to or which may be made or agreed to by _____ company, under the power herein granted, it being the intention hereof to establish an absolute assignment of all such avails, rents, issues and profits of the premises described as follows, namely: _____.

2. Assignors hereby appoint irrevocably assignee, its successors, assigns, agents and nominees to be their true and lawful attorney in their name and stead, to collect all such avails, rents, issues and profits arising or accruing at any time hereafter, and all rents now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to exist on premises and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to secure and maintain possession of premises, or any portion thereof, to fill any and all vacancies and to rent, lease or let any portion of premises to any party or parties at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to assignor's, the grantees herein, their heirs, executors, administrators and assigns, and hereby ratifying and confirming all that such attorney or its successors, assigns, agents or nominees may do by virtue hereof.

3. Assignors further agree that they have turned over possession of premises to assignee, and do hereby turn over possession to assignee and that assignee may retain possession, custody and control of premises so long as there remains any default in the payment of any instalment of principal, and interest secured by the first mortgage described above, or default in any of the other covenants or conditions on the part of the mortgagors required to be performed as described in such mortgage.

4. The avails, rents, income and profits collected from premises shall be applied:

(a). To the cost, operation and maintenance, including a commission of not to exceed _____% to the renting agent of premises. A resident agent, if employed, shall be entitled to rent free for one of the apartments.

(b). To the payment of taxes, special assessments and insurance premiums.

(c). To the payment of the interest and principal now in default on such first mortgage, and to the payment of the unexpired instalments of principal and interest secured by such first mortgage which shall fall due from time to time in such manner as the assignee may deem it most advantageous.