

(e) The Lease is valid and enforceable and unmodified except as stated in Schedule B and there is no present default by any party thereto; and

(f) All present leases together with all amendments and modifications thereto and all collateral agreements, letter agreements, waivers and other documents affecting said leases are listed on Schedule B, if Schedule B is attached hereto, and correct copies thereof have been furnished to Assignee.

8. So long as there is no default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the note evidencing said indebtedness, the Assignor shall have the right to collect, but not more than 30 days prior to accrual, all rents, issues and profits from the premises and to retain, use and enjoy the same.

9. In addition to all other rights Assignee may have at law or in equity, Assignee may assign its rights hereunder to any subsequent holder of the note.

10. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of a full release of the mortgage executed by the then holder of the mortgage, this Assignment shall become and be void and of no effect.

11. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its

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