

The assignor covenants and represents that said assignor has full right and title to assign said leases and the rents, issues, profits, revenue, royalties and benefits due or to become due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, that there has been no anticipation or prepayment of any rents by any tenants occupying the above-described premises or by any of the lessees in any of the said leases, and that the assignor will not hereafter cancel, surrender, or terminate any of said leases, exercise any option which might lead to such termination or change, amend, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of the assignee.

Assignor hereby authorizes the assignee to give notice in writing of this Assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the assignor shall be deemed a default under the terms of said note and mortgage.

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note and mortgage. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at the rate provided for in said note and mortgage, shall become part of the debt secured by these presents.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note and mortgage for which this Assignment is given as additional security.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage referred to herein.

IN WITNESS WHEREOF the said assignor has caused this instrument to be exercised in its name by its officers the day and year first above written.

WITNESSES:

EWING-HUNGIVILLE REALTY AND CONSTRUCTION, INC.

Myraam D. Rhodes

By: Frank Ewing, President

Zella B. Bussish

Joseph R. Hungiville, Vice President

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