

attached hereto and made a part hereof; together with the Note described in said Deed of Trust, the money due and to become due thereunder, both principal and interest, and all rights accrued and to accrue under such Note and Deed of Trust.

By this grant and conveyance, Ervin intends to grant and does hereby grant and convey all its property interests and rights in said Note and Deed of Trust, including, without limitation, all power of sale and power of foreclosure, and all right to satisfy the Note or Deed of Trust of record; and the Agent shall have all such rights, interests, powers and security under the terms hereof and under the aforesaid Loan Agreement.

But on the express condition that if Ervin, its successors or assigns, shall pay or cause to be paid to Agent, its successors or assigns, Ervin's aforesaid debt and perform all of Ervin's obligations according to the terms and conditions of the aforesaid Loan Agreement, Security Agreement and Guaranty Agreement, then and in such event this assignment shall be void; it being made for the sole purpose of securing the payment of such debt, and the performance of such obligations.

It is agreed that in the event the Agent, its successors or assigns shall collect and receive the money due on the Note secured by the Deed of Trust hereby assigned, after retaining such sum as may be necessary to pay off the debt and obligations secured by this assignment with interest thereon, and its reasonable expenses incurred in so collecting and receiving, it shall pay the surplus, if any, to Ervin, its successors or assigns.

0083

4328 RV.2