

After the Assignor shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no Assignee of the Assignor's interest in said lease shall be liable to account to the Assignor for the rents, income and profits thereafter accruing.

5. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by said note and mortgage this assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs the lessee named in said lease or any other or future lessee or occupant of the premises described therein or in said mortgage upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of said note and mortgage and that a default exists thereunder or under the assignment to pay over to the Assignee all rents, income and profits arising or accruing under said lease or from the premises described therein or in said mortgage and to continue so to do until otherwise notified by the Assignee.

6. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this assignment.

7. Nothing contained in this assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under said note and mortgage, and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of said note and mortgage. The right of the Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. Assignor hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to Assignee herein. The Assignor, as additional security, specifically assigns to the Assignee herein, any purchase proceeds receivable by reason of the lessee's exercising any first refusal option or any option to purchase the property as may be provided in the above referred to lease, additions, amendments and/or supplements thereto.

In case of any conflict between the terms of this instrument and the terms of the mortgage described above, the terms of the mortgage shall prevail.

THIS ASSIGNMENT, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the said note and mortgage and shall be binding upon the Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgaged premises.

SCHEDULE A

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessee, date, book and page of recording, remaining length of current term, address or other identification of leased premises.)

See the Rent Roll attached hereto as Exhibit A and incorporated herein by reference. Such Rent Roll describes leases in effect with respect to that certain real property as shown on that certain "As-Built Survey of Piedmont Center & Piedmont East" dated July 8, 1983 and prepared by John A. Simmons, R.L.S., reference to which is hereby made, such real property being the same real property as conveyed to Assignor by deed from Piedmont Associates, of even date herewith.

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