

Hundred Thousand Dollars (\$3,600,000.00) shall have been fully paid and satisfied, at which time this assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the undersigned party of the first part, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part, and its successors or assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of American Federal Bank F.S.B., its successors or assigns to such alteration, modification or amendment.

Nothing herein contained shall be construed as making American Federal Bank F.S.B., or its successors and assigns, a mortgagee in possession, nor shall said party of the second part, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said party of the second part is to account only for such sums as are actually collected.

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