

7. The owner represents that the owner now is the absolute owner of said lease with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that said lease is valid and in effect; that there is no outstanding assignment or pledge thereof or of the rents, income and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof and that no rents, income or profits payable thereunder have been or will hereafter be anticipated or discounted. The owner covenants not to cancel, surrender or terminate said lease or change, alter or modify the same, either to reduce the amount of said rents, income and profits payable thereunder, or otherwise change, alter or modify said lease, or make any subsequent assignment of said lease, or consent to subordination of the interest of the lessee in said lease, without the prior written consent of the mortgagee.

8. The owner agrees to execute and deliver to the mortgagee, during the term of the within assignment, such further instruments as the mortgagee may deem necessary to make this assignment and the several covenants of the owner effective.

9. The rights and remedies of the mortgagee under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which the mortgagee shall have under said bond, note or obligation and mortgage, deed of trust or other security instrument. The rights and remedies of the mortgagee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

10. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless consented to in writing by the mortgagee.

11. All covenants and agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, this assignment has been duly executed and sealed by the owner.

HUNT DEVELOPMENT COMPANY

In the Presence of:

A. T. Graydon

WITNESS

Betty A. Hunt

By *B. D. Hunt, Jr.* (L.S.)
B. D. Hunt, Jr., Its President

By *Marion Hunt Graydon* (L.S.)
Marion Hunt Graydon, Its Secretary

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