

It is further covenanted and agreed that Assignor (his executors, administrators, heirs or assigns), shall have no rights, power or authority to alter, modify or amend the terms, or any of them, of the Leases above described in any particular whatsoever without first obtaining the consent in writing of Assignee, to such alteration, modification or amendment.

Any attempted modification contrary to the terms of this provision shall, at the option of the Assignee mature the entire indebtedness secured by this Assignment.

Assignor covenants that at the time of the execution and delivery of this Assignment there has been no prepayment of any rents by any tenant occupying the above described property or by any Lessee in any Lease assigned herein, and the Assignor further covenants and agrees that he will not accept any installment of rent in advance of the date prescribed in said Lease or Leases for the payment thereof without the written consent of the Assignee.

Nothing herein contained shall be construed as making Assignee or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns be liable for laches, or failure to collect said rents, issues, profits, revenue, rights and benefits, and it is understood that Assignee is to account only for such sums as are actually collected by it.

This Assignment is given as security for the indebtedness, evidenced by the note hereinafter described, and shall terminate and become null and void upon payment of the same, to-wit: One certain promissory note of even date herewith executed by Assignor, payable to the order of Assignee in the principal sum of One Hundred Eighty Thousand (\$180,000.00) Dollars with interest thereon until paid, payable in monthly installments including principal and interest with the first such installment to be due and payable on September 1, 1965 and a like installment to be due and payable on the 1st day of each month thereafter until such note, including principal and interest, is fully paid, except that the final installment will be due on August 1, 1985, unless sooner paid, reference to which note is here made for all purposes.

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, rights and benefits hereunder shall be construed as a waiver by 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 said note, or

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