

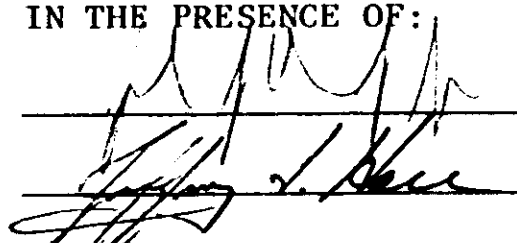
Assignment, or in the defense of any such claims or demands, Landlord shall immediately upon demand reimburse Assignee for the amount thereof, including costs and expenses and reasonable attorney's fees, and Assignee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

15. SUCCESSORS: This Assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Assignee may assign Assignee's rights under this Assignment subject to the provisions hereof to any person of Assignee's choosing and such third party shall have all the powers and rights of Assignee hereunder.

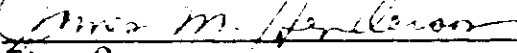
16. TERMINATION: Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the Mortgage, this Assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this Assignment of record.

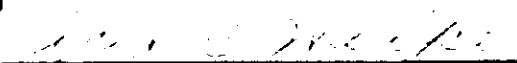
IN WITNESS WHEREOF, Landlord has executed this Conditional Assignment of Rents by its proper official thereunto authorized as of the date first above set forth.

IN THE PRESENCE OF:



NEW SOUTH DEVELOPMENT COMPANY,
A General Partnership

BY: 
Its PARTNER

AND
BY: 
Its PARTNER

4328 RV-2