

it operate to make Assignee responsible or liable for any waste committed on the said premises by the tenants or by any other parties or for any dangerous or defective condition of said premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

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

7. In the event that any of the terms, covenants, conditions, provisions, or agreements contained in the Note, the Mortgage, or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall in no way be affected, prejudiced or disturbed.

8. The terms, covenants, conditions, agreements, provisions, representations and warranties herein contained shall be binding upon Assignor and the respective successors and assigns of Assignor, and shall inure to the benefit of Assignee, its successors and assigns.

9. This Assignment of Leases is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instruments.

IN TESTIMONY WHEREOF, Assignor has caused these presents to be signed as of the day and year first above written.

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