

Lender shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises to any amounts due Lender from the Lessor under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Lender.

The Lessor hereby covenants and warrants to Lender that it has not executed any prior assignment of said leases or rental, nor has Lessor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this assignment, or which would limit Lender in such operation; and Lessor further covenants and warrants to Lender that it has not executed or granted any modification whatever of any of said leases, either orally or in writing, and that said leases are in full force and effect according to its original terms, and that there are no defaults now existing under the said leases. Lessor further covenants during the full term of the loan in connection with which this Assignment is made to comply with all of the terms, conditions and covenants of the leases imposed upon the Lessor so as to prevent any termination of the leases because of a default by the Lessor.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

This the 1st day of June, 1979.

In the Presence of:

James C. Blakely, Jr.
John R. Wyle

LESSOR:

James O. Farnsworth
JAMES O. FARNSWORTH
Richard O. Farnsworth
RICHARD O. FARNSWORTH