

It is further covenanted and agreed by the party of the first part that no prior assignment of said leases or rentals has been executed, nor have any acts been performed or instrument executed which might prevent or limit the party of the second part from operating under any of the terms of this assignment; that there has not been any modification whatever of said lease or leases, either orally or in writing, and that said lease or leases are in full force and effect according to its or their original terms, and that there are no defaults now existing under the said lease or leases.

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

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, royalties, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, 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 the note and mortgage for which this assignment is given as additional security.

The singular number as used herein shall include the plural. Wherever there is a reference in the covenants and agreements herein contained to any of the parties hereto the same shall be construed to mean as well the heirs, representatives, successors and assigns of the same.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first above written.

In the Presence of:  
*Sandra Lee Selweig*  
*Gary S. Levene*

*Ronald I. Levene*  
\_\_\_\_\_  
Ronald I. Levene  
*Gary S. Levene*  
\_\_\_\_\_  
Gary S. Levene

DOMINION OF CANADA )  
PROVINCE OF ONTARIO )  
PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Ronald I. Levene and Gary S. Levene sign, seal and as their act and deed deliver the within Assignment of Lease and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN TO before me this  
17<sup>th</sup> day of July, 1979.

*Howard Miller* (LS)  
Notary Public for THE PROVINCE OF ONTARIO  
My Commission Expires:

*Sandra Lee Selweig*

3709

Recorded July 31, 1979 at 4:10 P/M

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