

Assignment or by the Security Instrument; (ii) the terms of the Note, the Security Instrument, and this Assignment may be modified; (iii) additional security may be given by Borrower; and (iv) any of the Leases may be released herefrom: All without altering or affecting the security created by this Assignment in favor of any junior encumbrancer, grantee, purchaser or other person or any person acquiring or holding an interest in the Leases or the Property or any portion thereof and without altering or releasing the obligation of Borrower under the Note, the Security Instrument, or this Assignment.

Should the indebtedness secured by this Assignment be paid according to the tenor and effect thereof when the same shall become due and payable, and should Borrower perform all covenants herein contained, then this Assignment shall be cancelled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or derogation of any other covenants contained in the Security Instrument or other instruments concerning the indebtednesses secured hereby or by the Security Instrument:

ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower has made no assignment other than this Assignment of any of the rights of Borrower under any of the Leases, except for an assignment to the holder of a first deed to secure debt, mortgage, or deed of trust encumbering the Property;

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;