

any modification whatever of any of said leases, either orally or in writing, and that the said leases are in full force and effect according to their original terms.

The Assignor further covenants and agrees to and with the Assignee that it will not, without written consent of the Assignee, cancel any of the aforesaid leases, accept a surrender thereof, reduce the rent, modify the said leases in any way, either orally or in writing, grant any concession in connection with any of the leases, either orally or in writing, consent to an assignment of the Lessee's interest in any of the said leases, or to a subletting, or accept rents in advance of due dates as stated in said leases. Any of the above acts, if done without the written consent of the Assignee, shall be null and void.

The Assignment is made for the purpose of securing:

- (a) the payment of the indebtedness evidenced by that certain promissory note hereinabove described, payable to Southland Life Insurance Company;
- (b) the payment of all other sums with interest thereon becoming due and payable under the provisions of said note or under the provisions of the mortgage, deed of trust or other security instrument given to secure the payment of the aforesaid note;
- (c) and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment and in said note, deed of trust, mortgage or other security instrument.

Nothing herein contained, and no act done or omitted by Assignee pursuant to the powers and rights granted herein, shall be deemed to be a waiver by Assignee of any of its rights and remedies under the above described note, deed of trust, mortgage or other security instrument given to secure the payment of said note, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken hereunder. This assignment is binding upon and inures to the benefit of the Assignee and any holder of the aforesaid note, and is binding upon and inures to the benefit of Assignor and any other owner of the above described premises.

To facilitate the collection of rents and profits due under the said leases, the Assignee hereby makes, constitutes and appoints the Assignor as its true and lawful attorney for it, and in its name and stead, to ask, demand, collect and receive from the aforesaid Lessees all rents due under the terms and provisions of said leases as they shall accrue, and upon receipt thereof to give proper receipts, hereby ratifying and confirming all that the said attorney shall lawfully do by this power. In the event of a default in any of the terms, provisions or conditions of either this assignment, the note described on Page One hereof, or the mortgage, deed of trust, or deed to secure debt given to secure the payment of such note, the Assignee reserves the right of revocation of this power of attorney to become effective and binding upon the aforesaid Lessor and Lessees upon giving a written notice of such revocation by the Assignee to the Lessor and the Lessees at the demised premises by first class mail with all postage prepaid, or by personal delivery.

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