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subsequently executed during the term of this assignment covering the premises described in said lease or said mortgage or any part thereof.

7. Nothing contained in this assignment and no act done or omitted by the assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the assignee of its rights and remedies under said note and mortgage, and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by the assignee under the terms of said note and mortgage. The right of the assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by the assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. In case of any conflict between the terms of this instrument and the terms of the mortgage described above, the terms of the mortgage shall prevail.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of the assignee and any subsequent holder of the said note and mortgage and shall be binding upon the assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgaged premises.

IN WITNESS WHEREOF, the assignor has caused these presents to be executed by its proper officers and its

(CONTINUED ON NEXT PAGE)