

unless and until there has been a default in the payment of the indebtedness secured by the mortgage herein mentioned, or default in the payment of any other sums secured by said mortgage, or default in meeting the terms and conditions appearing in said mortgage, or offer the filing a Petition as against the party of the first part in receivership, bankruptcy or proceeding in arrangement, whether it be voluntary or involuntary, or upon adjudication of the party of the first part in receivership, bankruptcy or proceeding in arrangement; and until such demand is made, the party of the first part is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid by the party of the first part shall not operate to permit the collection by the party of the first party, its heirs, executors, administrators, or assigns, of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof, without the prior written consent of the assignee. Anything to the contrary notwithstanding, assignor hereby assigns to assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceeding in any State or Federal Court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The term of this assignment shall be until the certain note and mortgage, or any extension or renewal thereof dated , 1972, made, executed and delivered by Ewing-Hungiville, a General Partnership consisting of Frank Ewing and J. R. Hungiville, to Assignee, covering the above described property for the sum of ONE MILLION SIX HUNDRED THOUSAND (\$1,600,000.00) DOLLARS shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This Assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage.

The assignor, in the event of default in performance of any of the terms and conditions of said note and mortgage hereby authorizes the assignee, at its option, to enter and take possession of the above-described premises and the improvements situate thereon and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel

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*cancelled
Dennis & Tom Buckley
EMC*