The receipt by the assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said deed of trust or mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be liable for laches, or failure to collect said rents, issues, profits, revenue, royalties, rights and benefits, and it is understood that said assignee is to account only for such sums as are actually collected, and said assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by assignor under any of said leases, and the assignor hereby agrees to indemnify the assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the assignee, or make the assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The assignor covenants and represents that said assignor has full right and title to assign said leases and the rents, issues, profits, revenue, royalties and benefits due or to become due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, that there has been no anticipation or prepayment of any rents by any tenants occupying the above described premises or by any of the lessees in any of the said leases, ~~and that~~ [illegible] ~~assignee~~.

Assignor hereby authorizes the asignee to give notice in writing of this assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the assignor shall be deemed a default under the terms of said note and deed of trust or mortgage.

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note and deed of trust or mortgage. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at the rate provided for in said note and deed of trust or mortgage, shall become part of the debt secured by these presents.

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 assignee, 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(s) and deed(s) or trust or mortgage(s) for which this assignment is given as additional security.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage or deed of trust referred to herein.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal or (if the party of the first part is a corporation) has caused this instrument to be executed by its duly authorized officers, and its corporate seal to be duly affixed the day and year first above written.

ATTEST: Allen L. Powell
Assistant Secretary

KOGER PROPERTIES, INC.
By Robert O. Wilber
Vice President

WITNESS:
Elaine Glenn
Garnet H. Crewe

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