

VA 1022 100917

WHEREAS, in order to induce Assignor to loan the principal amount of said Note for long-term financing of an office building located on said real property; Assignor has agreed to execute this Conditional Assignment of Rents and Leases;

NOW, THEREFORE, in order to further secure the payment of the indebtedness of Assignor to Assignee and in consideration of the making of the aforesaid loan represented by the aforesaid Mortgage and the Note secured thereby, and in further consideration of the sum of Five Dollars (\$5.00) paid by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby grants, transfers, and assigns to Assignee its entire interest in and to any and all leases now existing or hereafter entered into with tenants of the said office building which affect the aforescribed real property or improvements thereon.

Together with all rents, income, and profits arising from said leases and renewals thereof and together with all rents, income, and profits for the use and occupation of the premises described in said leases or in said Mortgage and from all such leases upon said premises which may be executed in the future during the term of this Assignment.

This Assignment is made for the purpose of securing:

A. The payment of principal sum, interest, and indebtedness evidenced by the aforementioned Note, including any extensions or renewals thereof.

B. Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or of said Note and Mortgage.

C. The performance and discharge of each and every obligation, covenant, and agreement of Assignor contained herein or in said Note and Mortgage of even date herewith.

Assignor warrants that Assignor is the sole owner of the entire Lessor's interest in said leases; that said leases are valid and enforceable and have not been assigned, in any manner whatsoever save as herein set forth; that the