

filing of an instruments of satisfaction or full releases of the Security Conveyances without the recording of other Security Conveyances in favor of Lender affecting the Premises, this assignment shall become and be void and of no effect.

Borrower warrants that:

- A. There is no other assignment of any of its rights under the Lease to any other person.
- B. Borrower has done no act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions herein.
- C. Borrower has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.
- D. There is no default by Lessee under the terms of the Lease to the knowledge of Borrower.
- E. Borrower is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this assignment or Lease, the performance of each and every covenant of Borrower hereunder and in Lease, and the meeting of each and every condition herein contained.
- F. No action has been brought or threatened which in any wise would interfere with the right of Borrower to execute this assignment and perform all of Borrower's obligations herein contained.
- G. The Lease is in full force and effect and unmodified except as set forth above.