

Mercantile, or its permitted successor or assigns, arising out of or with respect to said Agreement, and to perform all duties, acts, and obligations due and owing by said Mercantile, or its permitted successor or assigns at the direction of the Assignee.

4. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, and may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

5. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under said Note, Mortgage and the Loan Agreement, 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, Mortgage and Loan Agreement.

6. In case of any conflict between the terms of this instrument and the terms of the Note, Mortgage and Loan Agreement, the terms of the Loan Agreement shall prevail.