

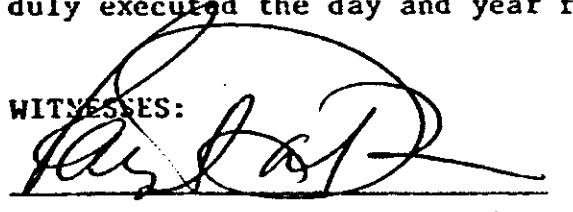
Nothing herein contained shall be construed as making the Assignee, or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns, be liable for laches for failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Assignee is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of their 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, Mortgage and all other loan documents for which this Assignment is given as additional security and by any means provided in said Mortgage, and the rights hereby given are in addition to and cumulative of all rights given by said Mortgage.

The covenants and obligations herein undertaken by the Assignor shall be binding upon its successors and assigns, and the rights and benefits herein conferred upon the Assignee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed the day and year first hereinabove written.

WITNESSES:


Kathy H. Rollins

ASSIGNOR:

KNOLLS PARTNERSHIP

BY:


P. Walter Brashier, Managing Partner


P. WALTER BRASHIER