

## ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT, made as of the 26 day of January, 1984, from ENCINA PROPERTIES, (the "Borrower"), to INVESTORS SAVINGS AND LOAN ASSOCIATION, a Virginia corporation (the "Lender");

RECITALS:

Borrower has applied to the Lender for a loan in the principal amount of One Million Four Hundred Fifty Thousand and No/100 Dollars (\$1,450,000.00) (the "Loan"). The Loan is to be evidenced by a note of even date herewith (the "Note") made by the Borrower, payable to the order of the Lender, in the stated original principal amount of \$1,450,000.00, secured by the lien of a certain mortgage of even date herewith (the "Mortgage") encumbering the "Property" (as defined in the Mortgage).

As ADDITIONAL SECURITY for the payment of the Loan, the Lender has required an assignment by the Borrower of all leases, rents, issues, profits, revenues, royalties, rights and benefits now or hereafter arising from the Property.

AGREEMENT:

For and in consideration of the agreement of the Lender to make the Loan to the Borrower, the Lender and the Borrower hereby agree as follows:

1. Assignment. The Borrower hereby assigns, transfers and sets over to the Lender, as ADDITIONAL SECURITY for the payment of the Loan and the performance of all of the terms, conditions, covenants and obligations contained herein and in the Note and the Mortgage, all right, title and interest of the Borrower in and to all rents, issues, profits, revenues, royalties, rights and benefits now due or

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