

8. Termination. Upon payment in full of the Note and all other indebtedness secured by the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no effect.

9. Cumulative Rights; No Waiver. The rights granted to the Lender under this Assignment, the Note, the Mortgage, or allowed it by law or equity, shall be cumulative and may be exercised at any time and from time to time, provided, however, that terms of this Assignment shall control in the event there be any difference between such terms and the terms of the assignment of leases, rents and profits contained in the Mortgage. No failure on the part of the Lender to exercise, and no delay in exercising any right, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by the Lender of any right preclude any other or future exercise thereof or the exercise of any other right.

10. Assignment. The Lender shall have the right to assign to any subsequent holder of the Note the rights, title and interest of the Borrower hereby assigned, subject, however, to the terms of this Assignment.

11. Miscellaneous.

A. No amendment, modification, cancellation or discharge hereof shall be valid unless the Lender consents thereto in writing.

B. This Assignment and all the terms, covenants and conditions contained herein shall be binding upon the Borrower, its successors and assigns, and every term, covenant and condition herein shall inure to the benefit of the Lender's successors and assigns.