

Assignment of Leases and Contracts is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and the Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. If the Note and all other indebtedness secured hereby and by the Mortgage be paid as the same becomes due and payable and if all of the covenants, warranties, undertakings and agreements made in the Mortgage and in this collateral Assignment of Leases and Contracts are kept and performed, this collateral Assignment of Leases and Contracts shall become null and void and of no further force and effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of the Note or such other indebtedness to remain unpaid or any of such covenants, warranties, undertakings and agreements not to be kept or performed shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this collateral Assignment of Leases and Contracts and any person may, and is hereby authorized to, rely thereon.

8. Assignee shall be and is deemed to be the creditor of each lessor lessee under the Leases and or each seller under each contract in respect of any and all claims for damages, assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such lessor, lessee or seller (without obligation on the part of Assignee, however, to file or make timely filings in such proceedings or otherwise to pursue creditor's rights therein). Assignor hereby assigns to Assignee any and all Damages and any and all money received in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution or receivership proceeding with option to Assignee to apply Damages or any money received by Assignee as such creditor in reduction of the indebtedness (in the inverse order of maturity) secured by or to be paid under the Mortgage. Assignor hereby appoints Assignee attorney-in-fact to appear in any action and/or to collect any such money or payment.

9. Assignee may take or release other security for the payment of the Note and other indebtedness secured by the Mortgage, may release any part primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Note and such other indebtedness without prejudice to any of its rights under this Collateral Assignment of Leases and Contracts.

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