

- 3.10 Waiver of Dower. The undersigned wife of Borrower, if any, for the consideration aforesaid, does hereby unite and join in this Assignment and agrees to the terms and conditions hereof and grants, bargains, sells and conveys to Lender, its successors and assigns, all right, title, claim and interest of every kind, character or description which she may now have or hereafter acquire in the rents, issues and profits from the Premises and the Leases, by way of homestead, dower, equity of redemption or other interest in the Premises, the rents, issues and profits from the Premises, and the Leases.
- 3.11 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or re-filed at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the rents, issues and profits from the Premises. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or re-file any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do.
- 3.12 Notices. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United State of America as may have theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand. For the purposes of this Assignment:
- The Address of Lender is: The First National Bank of
Atlanta
P.O. Box 4148
Atlanta, Georgia 30302
Attention: Real Estate Finance
Division
- The Address of Borrower is: Tempo Place Partnership
c/o Tempo Management
2190 Plaster Road, N.E.
Atlanta, Georgia 30345
- 3.13 Modifications, etc. Borrower hereby consents and agrees that Lender may at any time, and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the Indebtedness; substitute for any collateral so held by it, other collateral of like kind, or of any kind; agree to modification of the terms of the Note or the Loan Documents; extend or renew the Note or any of the Loan Documents for any period; grant releases, compromises and indulgences with