

Note to the contrary notwithstanding, in the event of any default in the payment of the principal or interest due under the Note or if there is any event of default pursuant to the Mortgage or in any other instrument securing the Note, the holder of the Note and the Mortgage and this Assignment and the other instruments securing the Note shall look solely to the Premises, the rents, issues, proceeds, benefits and profits thereof, and the other collateral securing the Note or to the proceeds of their sale for payment of the Note, the full satisfaction of any liability or obligation otherwise arising under the Note or the Mortgage or this Assignment and any other instrument securing the Note, and for payment of any attorney's fees and costs incurred by Lender in enforcing its rights under the Note and the Mortgage and this Assignment, and if the rents, issues, proceeds, benefits and profits arising from the Premises and the other collateral securing the Note or from the sale thereof shall be insufficient to pay in full the indebtedness evidenced by the Note and secured by the Mortgage and such other instruments, and satisfy any such liability or obligations otherwise arising under them, including attorney's fees and costs incurred by Lender in enforcing its rights under the Note or under the Mortgage or under this Assignment, the Borrower, its partners and their respective successors and assigns, shall not be held personally liable or responsible for the payment of any such deficiency. The provisions of this Paragraph 10 concern the liability of Borrower and shall not be interpreted or construed to (i) release or impair the lien and security interest of the Mortgage and this Assignment and the other instruments securing the Note or in any way affect the rights, liens and security interest of Lender in and to the Premises under the Mortgage, this Assignment and the other documents securing the Note; or (ii) prevent or in any way hinder Lender in exercising its rights against the Premises as provided in the Mortgage and in this Assignment.

11. Time is of the essence of this Assignment.

12. This Assignment is subject and subordinate to the items described in Exhibit "B" attached hereto and made a part hereof.

THIS ASSIGNMENT, together with the covenants and warranties herein contained, shall inure to the benefit of the Lender and any subsequent holder of the Note and the Mortgage and this Assignment and shall be binding upon the Borrower and the Borrower's successors and assigns and any subsequent owner of the Premises.

IN WITNESS WHEREOF, the Borrower has duly executed, sealed and delivered this Assignment the day and year first above written.

Signed, sealed and delivered in the presence of:

Myrtle Ree
Witness

Ann Murray
Witness

NATIONAL SELECT PLACEMENT - XXII LIMITED PARTNERSHIP, a Wisconsin limited partnership, acting by and through its general partners

By: NATIONAL DEVELOPMENT AND INVESTMENT, INC., a Wisconsin corporation, managing general partner

By: John Vishnevsky
John Vishnevsky, President

[CORPORATE SEAL]

By: John Vishnevsky
John Vishnevsky, general partner (SEAL)

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