

It is further covenanted and agreed that Assignor (his executors, administrators, heirs or assigns), shall have no rights, power or authority to alter, modify or amend the terms, or any of them, of the Leases above described in any particular whatsoever without first obtaining the consent in writing of Assignee, to such alteration, modification or amendment.

Any attempted modification contrary to the terms of this provision shall, at the option of the Assignee mature the entire indebtedness secured by this Assignment.

Nothing herein contained shall be construed as making Assignee or its successors and assigns, a mortgagee in possession, nor shall it or its successors and assigns be liable for laches, or failure to collect said rents, issues, profits, revenue, rights and benefits, and it is understood that Assignee is to account only for such sums as are actually collected by it.

This Assignment is given as security for the indebtedness, evidenced by the note hereinafter described, and shall terminate and become null and void upon payment of the same, to wit: One Certain Promissory Note of even date herewith executed by Assignor, payable to the order of Assignee in the principal sum of Twenty Six Thousand and No/100 Dollars with interest thereon at the rate of 5 3/4 per annum until paid, payable in monthly installments including principal and interest of Two Hundred Seven and 62/100 Dollars each, the first such installment to be due and payable on April 1, 1965, _____, and a like installment to be due and payable on the 1st day of each month thereafter until such note, including principal and interest, is fully paid, except that the final installment will be due on March 1, 1980, _____, unless sooner paid, reference to which note is here made for all purposes.

It is understood and agreed that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, rights and benefits hereunder shall be construed as a waiver by Assignee or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of said note, or mortgage (or other security instrument) securing same, notwithstanding anything contained herein or in any of the foregoing lease agreements. It is further understood and agreed that the interest

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