

the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due C & S from the OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of C & S.

The OWNER hereby covenants and warrants to C & S that it has not executed any prior assignment of said lease or rental, nor has the OWNER performed any acts or executed any other instrument which might prevent C & S from operating under any of the terms and conditions of this assignment, or which would limit C & S in such operation; and OWNER further covenants and warrants to C & S that it has not executed or granted any modification whatever of any of said lease, either orally or in writing, and that said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. OWNER further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon the lessor so as to prevent any termination of the lease because of a default by the lessor.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

This the 28<sup>th</sup> day of January, 1969.

Margaret M. Shipley (LS)  
Margaret M. Shipley

IN THE PRESENCE OF:

[Signature]

Patricia L. Lee

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