

rights hereunder. Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies hereunder or under the note and the mortgage, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said 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. Any failure by Assignee to insist upon the strict performance by the Assignor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof and Assignee may thereafter insist upon strict performance. This Assignment shall be binding on the Assignor, and its heirs, executors, administrators, successors and assigns. This Assignment may not be changed orally, but only by an agreement in writing and signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought.

12. In this instrument, the use of any gender shall include the other genders and either the singular or the plural shall include the other.

13. The name HNC Mortgage and Realty Investors is the designation of the Trustees for the time being under a Declaration of Trust dated September 27, 1971 (to which John N. Worcester was a party as Settlor) filed with the Secretary of The Commonwealth of Massachusetts on that date and thereafter from time to time amended and restated. All

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