

5. That Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in said lease; should Assignee incur any such liability, loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

6. That until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep said demised premises leased at a good and sufficient rental and to transfer and assign to Assignee any and all later subsequent leases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor.

7. That upon the payment in full of all indebtedness secured hereby, this assignment shall become and be void and of no effect, but the affidavit of any officer or loan supervisor of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

8. That the acquisition by the lessee in any manner whatsoever of the fee simple title to the demised premises shall not cause, or operate as, a merger of the leasehold estate or the demised term with the fee simple title.

9. That this assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease" as used herein means the lease hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the demised premises above described or any part thereof. In this assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

10. That all notices, demand or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally, or by leaving a copy of such notice, demand or document addressed to Assignor at its address appearing hereinbelow, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at his said address.

11. That Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that 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 under said note and mortgage or deed of trust, 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 owned by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

*Witness*  
*Margaret Summers*  
*Robert F. Rutledge*

CORPORATE SEAL

*Margaret Kresovich*  
MARGARET KRESOVICH

ASSIGNOR  
ASSIGNOR'S ADDRESS:

(Street and Number)

(City and State)

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