

or omitted by Assignee pursuant to the powers and rights granted it hereunder, shall be deemed to be a waiver by Assignee of its rights and remedies hereunder and/or under said Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of said Note and Mortgage. The right of the said Assignee to collect said principal sum, interest, and 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.

8. In case of any conflict between the terms of this instrument and the terms of the Mortgage described above, the terms of the Mortgage shall prevail.

9. Gulf Mortgage and Realty Investments is a Massachusetts business trust created under a Declaration of Trust dated March 20, 1970, as amended and restated, and all persons dealing with the Trust must look solely to the Trust property for the enforcement of any claims against the Trust, as neither the Trustees, officers, agents, employees, nor shareholders shall be held to any personal liability for any obligation of, or claim against, the Trust.

10. This Assignment, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the said Note and Mortgage and shall be binding upon Assignor, their heirs and executors, successors and assigns, and any subsequent owner of the premises.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed under seal the day and year first written above.

Signed, sealed and delivered DISTRIBUTION SERVICES, INC.
in the presence of:

C. M. Shurt

By: William A. Austin, Jr. (SEAL)
William A. Austin, Jr., President

[Signature]

Attest: J. D. Parr, Jr. (SEAL)
J. D. Parr, Jr., Secretary

(Corporate Seal)



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