

part of said indebtedness remains unpaid, shall be and constitute conclusive evidence of the then validity, effectiveness and continuing force of this assignment and any person, firm or corporation receiving any such affidavit, certificate or statement, may, and is hereby authorized to rely thereon. A recorded release of any portion of the Property from the Mortgage shall automatically constitute a release and satisfaction of this Assignment as to those portions of the Property so released.

10. No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignee shall have consented thereto in writing.

11. In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this assignment, the terms and provisions of this assignment shall prevail.

12. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective distributees, legal representatives, successors and assigns.

IN WITNESS WHEREOF, CUNNINGHAM & SUMMERS ASSOCIATES by its duly authorized partners, has executed these Assignment of Rents and Leases this 5th day of August, 1974.

IN THE PRESENCE OF:

Dennis Kemmer

Emily G. Gaska

Dennis Kemmer

Emily G. Gaska

CUNNINGHAM & SUMMERS ASSOCIATES

BY: Charles E. Cunningham, Jr. (SEAL)
CHARLES E. CUNNINGHAM, JR.

Its Partner

AND: Roy T. Summers (SEAL)
ROY T. SUMMERS

Its Partner

General Partners

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