

taxes, assessments and all other charges against the Property, all types of insurance premiums pertaining to the Property, installments of principal or interest due under the Note, all other advances made by Assignee on behalf of or to Assignor, and any expenses incurred in operating, maintaining or rebuilding the Property or incurred for its betterment.

Assignor warrants and represents that at the time of the execution and delivery of this Assignment, there has been no anticipation or prepayment of any Rents beyond one month in advance, plus any tenant's security deposit.

Assignor warrants and represents that Assignor has full right and title to assign said leases and the Rents, that the terms of said leases have not been materially changed from the terms in the form of lease submitted to Assignee for approval, that no other assignment of any interest therein has been made, that to Assignor's knowledge there are no existing defaults under the provisions thereof, and that Assignor has not performed any act which might prevent or limit Assignee from exercising its rights under the terms and conditions of this Assignment.

Assignor shall have no right, power or authority to alter, modify, extend, renew or amend any terms, or terminate or accept surrender of any of the leases above described or consent to any assignment thereof or subletting thereunder or accept prepayment of installments of rent under any such leases more than one month, other than in the ordinary course of business, without first obtaining consent thereto in writing of the Assignee.

Default by Assignor as landlord under any of the terms of the leases assigned herein leading to the reduction of the security of the lien, shall be deemed a default under

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