

to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against Assignor and/or the Mortgaged Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

Defeasance

As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein, or in the Note or Mortgage, Assignor shall have the right to collect upon, but not prior to, accrual, all rents, issues, profits and advances from the Mortgaged Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Mortgage, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions 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.

Miscellaneous

This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Assignment shall run with the land and bind Assignor, the heirs, distributees, executors, administrators, legal representatives, successors and assigns of Assignor, all present and subsequent encumbrancers, lessees and sublessees of the Mortgaged Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument. In the event any one or more of the provisions contained in this Assignment or in the Note or in the Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect,