

6. That these presents shall in no way operate to prevent the mortgagee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the mortgage and/or the note or bond secured thereby and/or any extension of either.

The undersigned for the consideration aforesaid hereby ratifies and confirms all that the mortgagee may have done under any previous assignment of rents and/or in connection with the premises and/or the mortgage and agrees that words importing the singular number may extend and be applied to several persons or things, that words importing the plural number may include the singular and that words importing the masculine gender may include the feminine and neuter.

Anything herein to the contrary notwithstanding, it is understood and agreed that the consideration for this Assignment of Rents is also the making by the Mortgagee of the loan secured by said mortgage, that this Assignment of Rents shall not be exercised until and unless a default shall occur in the payment of interest or principal due under said note or bond or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said note or bond or the debt secured or evidenced thereby or by any extension thereof and that nothing herein contained shall be deemed to affect or impair any rights which the mortgagee may have under said note or bond or mortgage or any other instrument herein mentioned.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said premises to pay all unpaid rental agreed upon in each tenancy to the said mortgagee upon receipt of demand from said mortgagee to so pay the same.

EXECUTED AT this 1st day of December, A. D. 1974

In the presence of

JOHN KUSMIERSKY, as Trustee under a Trust Agreement dated October 17, 1974 and known as KUSMIERSKY CHILDREN TRUST I

.....(L. S.)
.....(L. S.)
.....(L. S.)
.....(L. S.)
(Husbands and wives, if any, of each of the "undersigned" must also sign above.)

(Acknowledgment)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 1974, by John Kusmiersky, as Trustee under a Trust Agreement dated October 17, 1974, and known as Kusmiersky Children Trust I.

Notary Public for _____
My Commission Expires _____

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