

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 other than in the ordinary course of business without first obtaining consent thereof in writing of the Assignee. In no event shall Assignor accept prepayment of installments of rent under any such leases for more than one month in advance.

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 constitute an Event of Default as defined in the Mortgage. Any reasonable expenditures made by Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate of ten percentum (10%) per annum, or the highest legal rate permitted by law, whichever is less, shall become part of the debt secured by these presents and the Mortgage.

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