

Agreement, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted. The entering upon and taking possession of the Property, the collection of such rents, income and profits and the application thereof as aforesaid shall not cure, modify or waive any default or any notice thereof under the Note or the Mortgage or any other instrument securing the Note or invalidate any act done pursuant to such notice. No delay or failure of Commercial Credit to exercise any right or remedy hereunder or in the Note, Mortgage or any other security given for the payment of the Note shall be deemed to be a waiver of such right or remedy and the single or partial exercise by Commercial Credit of any right or remedy hereunder shall not preclude other or further exercise thereof or the exercise of any other right or remedy at any time.

Any exercise of such right or remedy shall not constitute a waiver of any other right or remedy hereunder or in the Note, Mortgage or any other security given for the payment of the Note. No delay or failure of Commercial Credit to exercise any right or remedy hereunder or in the Note, Mortgage or any other security given for the payment of the Note shall be deemed to be a waiver of such right or remedy and the single or partial exercise by Commercial Credit of any right or remedy hereunder shall not preclude other or further exercise thereof or the exercise of any other right or remedy at any time.

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12. This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Koger and its successors and assigns including without limitation each and every from time to time record owner of the Property or any other person having an interest therein and shall inure to the benefit of Commercial Credit and its successors and assigns. Wherever herein Commercial Credit is referred to such reference shall be deemed to include the holder from time to time of the Note, the Mortgage and the Loan and Security Agreement, whether so expressed or not and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereafter and may enforce all and every of the terms and provisions herein, as fully and to the same extent and with the same effect as if each such from time to time holder is herein by name specifically granted such rights, privileges, powers, options, benefits and is herein by name designated by Commercial Credit.

13. Upon the payment in full of all indebtedness secured hereby, this Assignment and all assignments herein contained shall become void and this Assignment shall be released by Commercial Credit at the cost and expense of Koger, otherwise to remain in full force and effect.

14. Until the indebtedness secured hereby shall have been paid in full, Koger covenants and agrees to transfer and assign to Commercial Credit any and all subsequent leases upon all or any part of said Property upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Commercial Credit, upon demand, any and all instruments that may be necessary therefor.

15. The unenforceability, illegality or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable, illegal or invalid and this Assignment shall be construed as if such unenforceable, illegal or invalid provision has never been contained herein.

16. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by registered mail to the following addresses, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder:

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