

8. Nothing contained herein and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Security Instruments, and this Collateral Assignment of Leases is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and the Security Instruments. The right of the Assignee to collect the principal sum of and interest on the Note and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

9. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the Note and both the Prime Mortgage and the Other Mortgage.

10. Default by the Assignor under any of the terms of the Leases assigned herein shall be deemed a default under the terms of the Note and both the Prime Mortgage and the Other Mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the Default Rate set forth in the Prime Mortgage, shall become part of the debt secured by this assignment.

11. Pursuant to the power and authority, if any, granted to the Assignor in each of the Leases, the Assignor does hereby exercise its power and authority to subordinate, and does hereby subordinate, each of the lessee's interests under the Leases to the liens and security interests evidenced by the Security Instruments.

12. In the event that any of the covenants, agreements, terms or provisions contained in the Note, the Prime Mortgage, the Other Mortgage, or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall in no way be affected, prejudiced or disturbed.

13. The full performance of the Prime Mortgage and the Other Mortgage and the duly recorded satisfaction, release or reconveyance of the property described therein shall render this assignment automatically void with respect to such property or portion thereof described in any such satisfaction, release or reconveyance.

14. The terms, provisions, representations and warranties herein contained shall be binding upon the Assignor and the respective heirs, administrators, executors, successors and assigns of the Assignor, as well as any subsequent owner of the Land, and shall inure to the benefit of the Assignee, its successors and assigns.

15. This Collateral Assignment of Leases is intended to be supplementary to and not in substitution for or in derogation