

operation and maintenance of said property in the same manner and to the same extent the Assignor might reasonably so act. The entering upon and taking possession of said property shall not cure or waive any default or waive, modify or affect any notice of default under the Mortgage or invalidate any act done pursuant to such notice.

10. The Assignee shall not be liable for failure to collect rents hereunder or to enforce performance by the lessee under the Lease and shall not be obligated to perform or discharge any obligation under the Lease, or under or by reason of this assignment. The Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may incur under the Lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at the rate of ten per cent (10%) per annum, shall be secured hereby and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand.
11. The Assignor represents and warrants: (a) The Assignor has not executed any prior assignment of any of its rights under the Lease; (b) the Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; (c) the Assignor has not accepted advance rent under the Lease except such as is required to be paid in advance; (d) there is no present default by the lessee or lessor under the Lease; and (e) the Lease is in full force and effect and unmodified.
12. This assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the heirs, legal representatives, successors and assigns of Assignor.

Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage, this assignment shall become and be void and of no effect.

Witness the hand and seal of Assignor this 20th day of September, 1976.

In the presence of:

Pat Dawson
Al W. Wolcott

Donald J. Davenport (L.S.)
Donald J. Davenport

Patricia A. Davenport (L.S.)
Patricia A. Davenport

In the presence of:

Desmond D. Cummings
Mary M. Killough

Desmond D. Cummings (L.S.)
Desmond D. Cummings

Lois I. Cummings (L.S.)
Lois I. Cummings

STATE OF CALIFORNIA

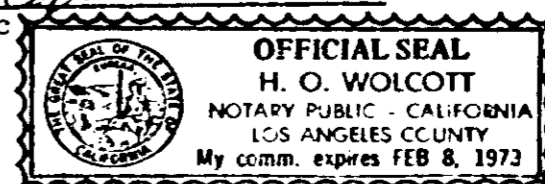
COUNTY OF Los Angeles

PERSONALLY appeared before me H.O. Wolcott, and made oath that he saw the within Donald J. Davenport and Patricia A. Davenport, husband and wife, individually, sign, seal and as their act and deed deliver the within written Deed, and that she with PAT DAWSON witnessed the execution thereof.

SWORN to before me this the 23RD day of September A.D., 1976.

My Commission expires 2/8/79

H.O. Wolcott
Notary Public



3030 West Sixth St., Los Angeles, CA 90020

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