

6. It is not the intention of the parties hereto that an entry by Assignee upon the mortgaged premises under the terms of this instrument shall constitute Assignee a "mortgagee in possession" in contemplation of law, except at the option of Assignee.

7. This assignment shall remain in full force and effect as long as the mortgage indebtedness remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon Owner and his or its heirs, devisees, legal representatives, successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, or instruments, given to evidence the indebtedness held by Assignee against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by the Assignee, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

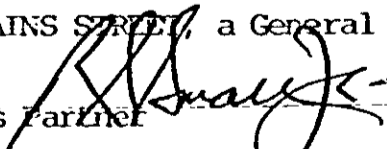
9. No lessee need determine whether or not a default has occurred making this assignment operative, but shall pay over the rent to Assignee upon notice from it to do so, and upon so doing shall be relieved from liability therefor to Owner in all respects.

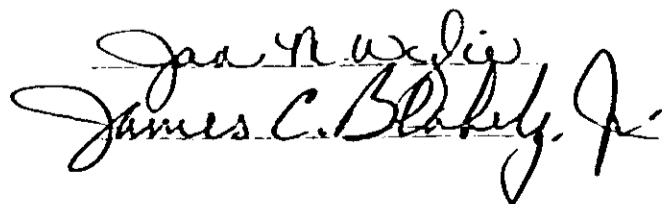
10. Owner has obtained an agreement from each lease of any portion of the mortgaged premises that it will give to Assignee, at the address set forth above, a copy of any communication to Owner requesting performance or relating to any default by Owner, in connection with its lease of the mortgaged premises.

IN WITNESS WHEREOF, Owner has executed this agreement in manner and form proper and sufficient in law.

WITNESS my hand and seal, this 13th day of MARCH, 1979.

Signed, Sealed and Delivered
in the Presence of:

PLAINS STREET, a General Partnership
By:  (SEAL)
its Partner


James C. Blahly, Jr.

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