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5. Upon the payment in full of all indebtedness secured hereby, this assignment shall become and be void and of no effect, but the affidavit of any officer or loan correspondent of the Company showing any part of said indebtedness remaining unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

6. This assignment applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease" as used herein means the lease or leases hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the demised premises above described or any part thereof. In this assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

7. All notices, demands, or documents of any kind which the Company may be required to or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally, or by leaving a copy of such notice, demand or document addressed to Assignor at his address appearing opposite his signature hereinbelow, or by depositing a copy of such notice, demand, or document in the United States mail, postage pre-paid, and addressed to Assignor at his said address, or to such address that may have been furnished to Company in writing by Assignor for this purpose.

Assignor warrants that there has been no prepayment or anticipation of rent* provided for in said lease(s) and that said lease(s) has/have not been amended or modified except as set forth herein. Assignor further warrants that no default exists in said lease(s). *for more than thirty (30) days.

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No trustee, officer, employee, representative or agent of Monumental Properties Trust and no holder of Trust Units shall be held to any personal liability in connection with this instrument or any obligation entered into, by or on behalf of the Trust, and only the property of the Trust shall be available for the satisfaction of Trust obligations.

IN WITNESS WHEREOF, Assignor has caused the within-written instrument to be executed by its officers and representatives thereunto duly authorized and its seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered in the presence of:

HAYWOOD MALL ASSOCIATES (SEAL)

W. G. Dallas
Witness

By: Haywood Mall, Inc. (CORPORATE SEAL)

Robert P. [Signature]
Witness

By: A. Kent Goss
Its VICE PRESIDENT

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