

0652

The Lessor hereby covenants and warrants to Lender that it has not executed any prior assignment of said Tenant Leases or rental, nor has Lessor performed any acts or executed any other instrument which might prevent Lender from operating under any of the terms and conditions of this assignment, or which would limit Lender in such operation; and Lessor further covenants and warrants to Lender that it has not executed or granted any modification whatever of any of said Tenant Leases, either orally or in writing, and that said Tenant Leases are in full force and effect according to their original terms, and that there are no defaults now existing under the said Tenant Leases. Lessor further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the Tenant Leases imposed upon the Lessor so as to prevent any termination of the Tenant Leases because of a default by the Lessor.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

This the 9th day of Oct, 1981.

IN THE PRESENCE OF:

J.C. Blakely Jr.
Jan M. Wylie

STEWART SQUARE, a General Partnership

By: [Signature]
Its Partner

And: [Signature]
Its Partner

And: [Signature]
Its Partner

And: [Signature]
Its Partner

4328 RV-2