

state in which the Premises are situated. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

10. That upon payment in full of all of the indebtedness secured by the Note and Mortgage and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer or agent of Assignee showing any part of the indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation may and is hereby authorized to rely thereon. A demand on any lessee, user or occupant made by Assignee for the payment of rents by reason of any default claimed by Assignee shall be sufficient authorization to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

11. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same to Assignor personally or by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by depositing a copy of same in the United States mail, postage prepaid, and addressed to Assignor at said address.

12. That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the Premises and the land thereof, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors, successors-in-title and assigns, and all lessees, sub-tenants and assigns of same, and all users, occupants and subsequent owners of the Premises, or any part thereof, and all subsequent holders of the Note and Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

13. Whenever possible, each provision contained herein shall be interpreted in such a manner as to be effective and valid, but in the event that one or more of such provisions should be held invalid or unenforceable, the remaining provisions hereof shall not be affected thereby.

14. Neither Assignor, its successors or assigns, nor any other person, entity or party shall be individually liable for the payment of any monetary obligation secured hereby, or the performance of any covenant or agreement contained herein, in any Note secured hereby or in the Mortgage, and Assignee shall have no recourse in that regard in the event of default except to enforce the assignment of rents and leases contained herein, and/or avail itself of other rights and remedies therein provided with respect to the property rights and remedies therein provided with respect to the property aforesaid; Grantee waives any right to a deficiency judgment in the event of foreclosure of the Mortgage.