

WITH all of the interest of Borrower in and to all rents, issues and profits from the Leases and from the Property.

This Assignment is made for the purpose of securing the following described indebtedness:

(a) The debt evidenced by that certain Promissory Note (hereinafter referred to as the "Note" and to which Note reference is hereby made for all purposes) dated of even date herewith, made by Borrower, payable to the order of Lender in the principal face amount of Five Hundred Thirty Two Thousand Five Hundred and No/100 Dollars (\$532,500.00), with the final payment being due not later than December 31, 1985; together with any and all renewals and/or extensions of the indebtedness evidenced by the Note;

(b) Any and all indebtednesses secured by that certain Second Mortgage and Security Agreement (hereinafter referred to as the "Security Instrument" and to which Security Instrument reference is hereby made for all purposes) dated of even date herewith, made by Borrower in favor of Lender, conveying the Property to secure the indebtedness evidenced by the Note;

(c) Any and all advances made by Lender to protect or preserve the security created by this Assignment, or to protect or preserve the Property or the "Mortgaged Property" (as that term is defined in the Security Instrument) or the lien of the Security Instrument on said "Mortgaged Property," or for taxes or insurance premiums as provided in the Security Instrument; and

(d) The performance and discharge of each obligation, covenant and agreement of Borrower contained herein or in the Note or in the Security Instrument.

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