

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

Borrower and Lender agree that (i) an extension or extensions may be made of the time of payment of all or any part of the indebtedness evidenced by the Note or of any other indebtedness secured by this Assignment or by the Security Instrument; (ii) the terms of the Note, the Security Instrument, and this Assignment may be modified; (iii) additional security may be given by Borrower; and (iv) any of the Leases may be released herefrom: All without altering or affecting the security created by this Assignment in favor of any junior encumbrancer, grantee, purchaser or other person, or any person acquiring or holding an interest in the Leases or the Property or any portion thereof and without altering or releasing the obligation of Borrower under the Note, the Security Instrument, or this Assignment.

Should the indebtedness secured by this Assignment be paid according to the tenor and effect thereof when the same shall become due and payable and should Borrower perform all covenants herein contained, then this Assignment shall be cancelled and surrendered as hereinafter provided.

Borrower and Lender hereby further covenant and agree as follows, in addition to and not in substitution for or derogation of any other covenants contained in the Security Instrument or other instruments concerning the indebtednesses secured hereby or by the Security Instrument.

ARTICLE I

1.01 Warranties of Borrower. Borrower hereby warrants unto Lender that:

(a) Borrower has made no assignment other than this Assignment of any of the rights of Borrower under any of the Leases;

(b) Borrower has neither done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;

(c) Borrower has not accepted payment of rental under any of the Leases for more than one (1) month in advance of the due date thereof;

(d) So far as is known to Borrower, there is no default by any "Tenant" under the terms of any of the Leases;

(e) Borrower is not prohibited under any agreement with any other person or any judgment or decree from (i) the execution and delivery of either this Assignment or any of the Leases; (ii) the performance of each and every covenant of Borrower under either this Assignment or the Leases; or (iii) the meeting of each and every condition contained in this Assignment;

(f) No action has been brought or, so far as is known to Borrower, is threatened, which in anywise would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations contained in this Assignment and in the Leases; and

(g) The Leases are in full force and effect and have not been modified or amended unless as expressly set forth in said Exhibit A attached hereto.