

herewith in the principal amount of One Million Four Hundred Eleven Thousand Nine Hundred Forty and no/100 (\$ 1,411,940.00 ) Dollars made by Assignor and payable to the order of Assignee, with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and all amounts remaining unpaid thereon being finally due and payable on or before August 31, 1985 , ~~unless such note is purchased by~~

~~XXXXXX~~ and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all other notes given in substitution therefor or in renewal or extension thereof, in whole or in part, such note and all other notes given in substitution therefor or renewal or extension thereof, in whole or in part, being hereinafter called the "Note"; and (b) all indebtedness now or hereafter incurred arising pursuant to the provisions of a First Mortgage and Security Agreement of even date herewith (hereinafter called the "Mortgage") made by Assignor to secure the payment of the Note and covering the Subject Property and certain other property described therein; SUBJECT, HOWEVER, to the terms, provisions and conditions herein set forth.

1. Assignor hereby represents, covenants and warrants unto Assignee that Assignor is the sole owner of the entire lessor's interest in the Leases, that Assignor has not executed any prior assignments of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; that no rent reserved in the Leases or any of them has been assigned or anticipated and no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of the applicable Lease; that Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; that Assignor has not executed or granted any modifications or extensions whatsoever of any of the Leases, except as set forth in Schedule I hereto; that each of the Leases described in Schedule I hereto is valid and subsisting and in full force and effect; that there exists no defense, counterclaim or set off to the payment of the rent under the Leases; and that there are no defaults now existing under the Leases and no event has occurred which with the passage of time or the giving of notice, or both, would constitute a default.

2. Assignor agrees that, so long as the indebtedness evidenced by the Note or any part thereof shall remain unpaid, Assignor will make no assignment, pledge or disposition of the Leases or the rents, rentals and other sums of money that become due and payable thereunder; nor will Assignor subordinate any of the Leases to any deed of trust or mortgage or any other encumbrance of any kind or permit, consent or agree to such subordination; nor will Assignor reduce the rent, rentals or other sums of money payable under any of the Leases, modify, alter or amend the Leases or give any consent, concession or waiver or exercise any option required or permitted by the terms of any of the Leases; nor will Assignor cancel or terminate any of the Leases, accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of lessee thereunder; nor will Assignor consent to an assignment or sublease of the interest and estate of the lessees under any of the Leases, whether or

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