

ASSIGNMENT

NOW, THEREFORE, in consideration of the premises and to secure the performance of the obligations of Borrower under the Note, Assignor hereby states as follows:

1. The Assignor assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Mortgage Note, the Mortgage and any other documents evidencing the same obligations (the "Collateral Documents") (the Mortgage Note, the Mortgage and the Collateral Documents are hereinafter sometimes referred to collectively as the "Collateral"), to have and to hold unto Assignee, its successors and assigns, subject to the terms of this Assignment.

2. The Assignor represents (a) it is the lawful owner and holder of the Mortgage Note, the Mortgage and the Collateral Documents; (b) all of the documents which comprise the Collateral are valid, binding and enforceable in accordance with their respective terms subject to bankruptcy, moratorium or other laws affecting creditors' rights generally; (c) the aggregate outstanding principal balance of the Mortgage Note is not less than \$3,140,000.00 plus accrued interest and (d) there have been no modifications to the Mortgage or the Mortgage Note or the Collateral Documents.

3. The Assignor agrees not to enter into any agreement which attempts to (a) amend or permit the amendment of the Mortgage or the Mortgage Note or the Collateral Documents, (b) waive any of its rights thereunder, or (c) release any of the property encumbered by the Mortgage. The Assignor agrees that any such amendment, waiver or release shall be void and of no force or effect unless the same is consented to by the Assignee on the instrument intended to effect such result.

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