

4. The Assignor warrants and represents that it has title to the Collateral free and clear of all liens, encumbrances and claims by third parties and that the property encumbered by the Collateral and the Assignor's interest therein have not been heretofore assigned, pledged, hypothecated, sold transferred, conveyed or encumbered whether by Assignor or a third party except (a) as indicated on the title insurance policy insuring the lien of the Mortgage or (b) transfers, sales, encumbrances, hypothecations or conveyances which are subordinate to the Mortgage. The Assignor agrees to defend and hold harmless the Assignee from and against all claims and demands by any persons at any time claiming an interest in the Collateral other than claims resulting solely from actions of the Assignee.

5. (a) Unless and until the occurrence of a "Default", as such term is hereinafter defined, Assignee shall not exercise its rights or remedies hereunder. Upon the occurrence of any failure by the Borrower to perform pursuant to the terms and provisions of the Note, or of this Assignment, or any of the instruments required by the Assignee as security for the Loan and the continuance of such failure ten (10) days following notice thereof, or if any of the representations or warranties made by Assignor herein prove to be false or materially misleading, or if any of the documents which comprise the Collateral be not valid, binding and enforceable in accordance with their respective terms (all or any of the above are collectively referred to as a "Default"), then and in such event, the Assignee shall have the following rights:

(i) The Assignor specifically authorizes, instructs and directs the Borrower to pay all sums due under the Mortgage Note

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