

This Assignment is given as additional security for the payment of the Promissory Note of the Assignor of even date herewith, in the sum of Three Hundred Sixty-five Thousand and No/100ths (\$365,000.00) Dollars (the "Note"), and all other sums secured by this Mortgage securing Assignee herein, its assignees, successors and/or assigns, with or without notice of any such assignment or other transfer of such Note to the Assignor, conveying Premises of which those demised in the Leases form all or a part. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by this Mortgage and not secondary.

All amounts collected hereunder, after deducting the expenses of operation of the Premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by this Mortgage in such manner as is provided for herein. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

Upon issuance of a deed or deeds pursuant to foreclosure of this Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. The Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

But nothing contained herein shall prevent Assignee from terminating any subordinate lease through such foreclosure. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Mortgage and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases, or under or by reason of this Assignment or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until an event of default shall occur, or the Assignor shall default in any of its obligations under any instruments now or hereafter evidencing or securing indebtedness now evidenced by the Note, or if the Assignor shall fail to pay any installment of principal and interest of the Note, but upon the occurrence of any such default, the Assignee shall be entitled, without notice to the lessee, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to any lessee to pay all such amounts to the Assignee without proof of the default relied upon. The lessees are hereby irrevocably authorized to rely upon