- 12. Nothing contained in this Assignment and no act or action taken or done, or omitted to be taken or done, by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of any of its rights and remedies against the Assignor in connection with, or in respect of, any of the Obligations of the Assignor to the Assignee. The right of the Assignee to collect and enforce collection of the Obligations of the Assignor to the Assignee and to enforce any other security and collateral therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by the Assignee hereunder.
- 13. This Assignment together with the agreements, covenants and warranties herein contained shall inure to the benefit of the Assignee and shall extend to any subsequent holder hereof and shall be binding upon the Assignor, his, their, or its (as the case may be) heirs, executors, administrators, successors and assigns and upon any subsequent owner of the Subject Premises or of any part thereof.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the 20th day of December, 1968. \cdot

IN PRESENCE OF:

J. B. C. REALTY CORP.

President

cretary

(Continued on next page)