

provided, however, that Assignee may require such statements to be submitted by Assignor in audited form at Assignor's cost and expense and certified by an independent certified public accountant.

12. At the expense of Assignor, Assignee is hereby given the authority to employ agents, attorneys and others in exercising, enforcing, performing or protecting Assignee's rights, titles or interests herein. To the extent that the Income is insufficient, Assignor agrees to reimburse Assignee for all monies advanced by Assignee in so exercising, enforcing, performing or protecting Assignees' rights, titles or interests herein, together with interest on all such advances by Assignee at the rate of three percent per annum from the date of each of such advances respectively.

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*in excess of the rate of interest then in effect with respect to the Note

13. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

14. In no event do the parties hereto intend that Assignee will be a mortgagee in possession by the mere acceptance of this Assignment, nor shall Assignee be a mortgagee in possession except to the extent Assignee exercises in writing any of Assignee's rights to control, operate and manage the Property, and then only to the extent provided by applicable law.

15. Assignor represents and warrants that (i) all Leases are in full force and effect and (ii) no default or alleged default exists in any of said Leases by the Assignor or by the lessor therein or, to the knowledge of Assignor, by the tenants therein.

16. Additional Provisions (if any):

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31st day of March, 1983.

ASSIGNOR:

Christie Properties
[Signature]
As to Christie Properties
All Partners

CHRISTIE PROPERTIES

By: *[Signature]*
General Partner

By: *[Signature]*
General Partner

By: *[Signature]*
General Partner

By: *[Signature]*
General Partner

ACKNOWLEDGEMENTS

By: *[Signature]*
General Partner

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