

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note and mortgage. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at the rate provided for in said note and mortgage, shall become part of the debt secured by these presents.

IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note and mortgage for which this Assignment is given as additional security.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage referred to herein.

IN WITNESS WHEREOF the said assignor has caused this instrument to be executed in its name by its General Partners the day and year first above written.

WITNESS:

EWING-HUNGIVILLE, A GENERAL PARTNERSHIP

David A. [Signature]

By:

Frank Ewing

Frank Ewing, General Partner

Zelle B. Barnick

R. Hungiville

R. Hungiville, General Partner

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*Canceled
D. [Signature]
etc - 0*