The proceeds of any sale of the Mortgage and any other cash at the time held by the Assignee shall be applied by the Assignee:

- (i) to the payment of the costs and expenses of such sale, including reasonable compensation to the Assignee and their agents and counsel;
- (ii) to the payment of the principal of and interest on the Note; and
- (iii) to the payment to the Assignor, his heirs or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

These presents are upon the condition that, if the Note shall well and truly be paid or cause to be paid in full, then this Collateral Assignment and the estate and rights hereby granted shall cease to be binding and shall be void and the Assignee shall execute, acknowledge, and deliver to the Assignor such instrument or instruments as the Assignor shall reasonably require to evidence the same.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment this 13^{+1} day of January, 1978.

> CREATIVE FABRICS INC. EMPLOYEES PENSION PLAN

In the presence of:

r.

STATE OF NEW YORK

171

COUNTY OF NEW YORK

PERSONALLY appeared before me Just 11 /pernotice and made oath that he saw the within named CREATIVE FABRICS INC. EMPLOYEES PENSION PLAN by its Trustee sign, affix the Trust Seal, and as the act and deed of the said Trust deliver the within written Assignment , of Mortgage and that he with (w, y > t + c + y) witnessed the execution thereof.

Sworn to before me this ___ day of Januafy,

3 St. 17 July 197.