

Assignment of Mortgage as Security

This Assignment dated _____ is between _____, the Mortgage Holder, of _____ ("Assignor") and _____ of _____ Person Receiving Assignment of Mortgage, of _____ ("Assignee").

Whereas:

- (A) By a mortgage dated _____ ("Mortgage"), and recorded on _____ with Registration/Recordal Number _____, Borrower under Mortgage, _____ ("Mortgagor"), mortgaged the property described the property more fully described in Exhibit 1, in favor of Assignor to secure payment of the principal sum of Original Amount of Indebtedness from Mortgage Borrower to Assignor of \$_____ with interest as therein set out upon the terms therein mentioned;
- (B) There is now owing upon the Mortgage for principal the sum of \$_____ now owing to Assignor together with interest thereon from the date hereof;
- (C) Assignor has agreed to assign the Mortgage to Assignee as continuing collateral security for payment by Assignor of all indebtedness of Assignor to Assignee;

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee Assignor's interest as mortgagee in the Mortgage and also the sum \$_____ now owing from Mortgage Borrower to Assignor, together with all monies that may hereafter become due or owing in respect of the Mortgage, the charge upon the Property and the full benefit of all powers and of all covenants contained in the Mortgage, and also the full power and authority to use the name or names of Assignor for enforcing the performance of the covenants and other matters and things contained in the Mortgage, as a general and continuing collateral security for payment of all existing and future indebtedness and liability of Assignor to Assignee wheresoever and howsoever incurred and any ultimate unpaid balance thereof, and as a first and prior claim upon the Mortgage.
2. Assignor hereby covenants with Assignee that the Mortgage is a good and valid security and the sum now owing from Mortgage Borrower to Assignor, \$_____, is now owing and unpaid and that Assignor has not done or permitted any act, matter or thing whereby the Mortgage has been released or discharged either partly or in its entirety.
3. Assignee may collect, realize, sell or otherwise deal with the Assigned Accounts or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to Assignor (except as otherwise required by any applicable law), and may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with collecting, realizing, selling or obtaining payment of the Assigned Accounts and may add the amount of such sums to the indebtedness of Assignor.
4. Assignee shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Assigned Accounts or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing or obtaining payment of the same or for the purpose of preserving any rights of Assignee, Assignor or any other person, firm or corporation in respect of the same.

5. Assignee may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with Mortgagor and the Mortgage without prejudice to the liability of Assignor or Assignee's right to hold and realize this security.

6. All moneys collected or received by the Assignor in respect of the Mortgage shall be received as trustee for Assignee and shall be forthwith paid to Assignee.

7. All moneys collected or received by Assignee in respect of the Mortgage (whether by virtue of paragraph 6 or otherwise) may be applied on account of such parts of the indebtedness and liability of Assignor as to Assignee seems best or in the discretion of Assignee may be released to Assignor, all without prejudice to Assignee's claims upon Assignor.

8. Assignor shall from time to time forthwith on Assignee's request do, make and execute all such further assignments, documents, acts, matters and things as may be required by Assignee of or with respect to the Mortgage as may be required to give effect to these presents, including, but not limited to obtaining waivers and subordinations of interests in the Mortgage from any persons having a prior claim or interest thereto. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor irrevocable with full power or substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of Assignor whenever and wherever it may be deemed necessary or expedient.

10. The provisions hereof shall inure to the benefit of the successors and assigns of the Assignee and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor.

11. This is the entirety of the agreement between the parties. Any changes must be made in writing and signed by both parties. Any dispute must be brought in the state of _____.

Date:

Assignor

Assignee

Witness

Witness

Assignment of Mortgage as Security Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a complex document that you would be well advised to seek both financial expertise and legal advice prior to enacting.

1. Make multiple copies. Give one to each signatory. Keep one with the transaction file.