

of said lease and to enforce payment of the indebtedness existing under said note and mortgage or any part thereof from the leasehold interest hereby assigned, it will account for and pay over to the undersigned amounts realized by it from rents collected under said lease in excess of the indebtedness of the undersigned to it, including principal, interest, and such costs and expenses as it may be obligated to incur in thus enforcing its rights as assignee of said lease, and including any and all sums which may have been advanced by it for taxes, insurance and similar items. If there are any other monies in excess of the amounts hereinabove set forth after payment to the Liberty Life Insurance Company, the same will be paid over to the undersigned.

IT IS FURTHER AGREED that the undersigned shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein or consent to any assignment thereof by the lessee without the written consent of the said Liberty Life Insurance Company so long as it holds a mortgage on the property above described.

Upon the full performance of the conditions and obligations of said note and mortgage this assignment shall be void and of no effect, and thereupon, in that event, the said Liberty Life Insurance Company will reassign to the undersigned all its rights, titles, and interests acquired under and by virtue of this assignment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto this 28th day of September, 1959.

In the presence of:

John H. Hood
W.S. Wall

THE SULLIVAN COMPANY

By W.W. Sullivan
President

Attest: S.P. Sullivan
Secretary