

at the option of the Lender, to the indebtedness secured by said mortgage; and

WHEREAS, the Lessee is a tenant occupying space in one of the buildings located upon the mortgaged premises pursuant to a lease agreement dated May 3, 1967, by and between McAlister Development Company, as Lessor, and Kress of McAlister, Inc., as Lessee, reference to said lease and its provisions being hereby made; and

WHEREAS, Article 14 of said lease entitled "Destruction - Damage" sets forth the rights of the parties in the event of destruction or damage to the leased premises and to the entire premises, and Article 15 of said lease entitled "Insurance", among other things, provides that all moneys collected from the fire and casualty insurance required to be maintained by the Borrower shall be used as a trust fund to restore the damage or destruction to the premises; and

WHEREAS, it is the intent and desire of the parties hereto to set forth more fully and agree upon the manner in which any avails or proceeds of all such fire or other casualty insurance will be applied, handled or disbursed;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, each to the other in hand paid, the receipt of which is hereby acknowledged by each, and in further consideration of the promises and covenants herein made, one unto the other, the Borrower, the Lender and the Lessee hereby agree as follows:

(1) That in the event the premises are damaged or destroyed by fire or other casualty loss, and in the event the Borrower is then obligated to rebuild or repair the damaged or destroyed premises pursuant to the terms of the aforementioned lease or any other leases with any other tenants on the mortgaged premises, then the avails or proceeds from any and all insurance policies covering said premises shall be held by the Lender and disbursed to the Borrower through an attorney or escrow company of the Lender's choice, all at the expense of the Borrower, upon completion of such rebuilding or repairing as is required under said Leases and by the Lender so as to place the premises in at least as good a

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