ŇΙ

 ∞

The Assignors covenant and represent that the Assignors now are the absolute owners of said Lease with full right and title to assign the same.

The Assignors agree to execute and deliver to the Assignee, during the term of the within Assignment, such further instruments or assignments as may be necessary to make this Assignment effective.

The Assignors further covenant and warrant to the Assignee that they have not executed any prior assignment of said Lease or rentals, nor have the Assignors performed any acts or executed any other instrument which might prevent the Assignee from operating under any terms and conditions of this Assignment, or which would limit the Assignee in such operation; and Assignors further covenant and warrant to the Assignee that they have not executed or granted any modification whatever of said Lease, whether orally or in writing, and that the said Lease is in full force and effect according to its original terms and that there are no defaults now existing under the said Lease.

Assignors hereby assign any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid directly to Assignee to the extent of the indebtedness secured hereby.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the basic security instrument, this Assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the Assignors have caused this Assignment of Lease to be executed this 22nd day of December, 1981.

MOORLAND INVESTMENTS, INC., A General Partnership (SEAL)

L. Stewart Spinks, General Partner

-5-

300 Jan 1985 A