

paid by Carolina Life Insurance Company to us, J. H. MAULDIN, D. U. MAULDIN and MARTHA C. VESS (the receipt whereof is hereby acknowledged), we, the said J. H. MAULDIN, D. U. MAULDIN and MARTHA C. VESS, hereby assign, transfer and set over unto Carolina Life Insurance Company the said lease entered into between J. H. Mauldin, as Landlord, and Emery-Hill Stores Company, Inc., as Tenant, as additional security; and for the consideration aforesaid, we, J. H. MAULDIN, D. U. MAULDIN and MARTHA C. VESS, hereby covenant and agree to and with Carolina Life Insurance Company, that we will not, without the written consent of the Carolina Life Insurance Company,

- (a) Cancel said lease;
- (b) Accept a surrender thereof;
- (c) Reduce the rent;
- (d) Modify the said lease in any way, either orally or in writing;
- (e) Grant any concession in connection with said lease, either orally or in writing;
- (f) Consent to an assignment of the Tenant's interest in said lease, or to a sub-letting, except as provided in said lease.

Carolina Life Insurance Company, by accepting this assignment, covenants and agrees to and with the assignors that, until a default shall occur by the said J. H. MAULDIN, D. U. MAULDIN and MARTHA C. VESS, their heirs and assigns, in the performance of the covenants or in the making of the payments provided in said mortgage, and note, the said assignors may receive, collect and enjoy the rents, issues and profits accruing to them under said lease; but it is covenanted and agreed by the assignors, for the consideration aforesaid, that, upon the happening of any default in performance of the