

NOW, THEREFORE, for value received and in consideration of the premises:

(1) The said R. M. Caine, pursuant to the provisions of Paragraph 10 of the aforementioned Agreement of Lease and by and with the consent and approval of the said Mallie B. Dunlap and D. O. Dunlap, hereby assigns, transfers and sets over, without recourse against the said R. M. Caine, unto the said Southern Mortgage Investment Co., Inc. its successors and assigns, the aforesaid Agreement of Lease (amended as aforesaid) and all his rights and interest in and under the same.

(2) The said Southern Mortgage Investment Co., Inc. hereby accepts this assignment of said Agreement of Lease, without recourse against the said R. M. Caine, and hereby agrees as Lessee, for itself, its successors and assigns, to assume all the obligations of the Lessee thereunder and to fully perform and to be bound by all the terms, provisions, obligations, and conditions thereof.

(3) The said Mallie B. Dunlap and D. O. Dunlap, pursuant to the provisions of Paragraph 10 of the aforementioned Agreement of Lease, hereby consent to and approve this Assignment thereof to the said Southern Mortgage Investment Co., Inc. and hereby accept the said Southern Mortgage Investment Co., Inc., its successors and assigns, as Lessee thereunder and forever release and discharge the said R. M. Caine from any and all liability thereunder and from any and

(Continued on next page)