

January, 1975.

WHEREAS, Southern Bank & Trust Company as a condition to making said Mortgage loan has required as additional security for said loan a conditional assignment of the OWNER'S interest in said Lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One and No/100 Dollar (\$1.00) paid by the said Southern Bank & Trust Company to the OWNER, the receipt whereof is acknowledged, the said OWNER hereby assigns, transfers, and sets over unto Southern Bank & Trust Company the said Lease with all amendments and additions thereto as additional security; and for the consideration aforesaid the OWNER hereby covenants and agrees to and with Southern Bank & Trust Company that it will not, without the written consent of Southern Bank & Trust Company,

(a) Cancel said Lease or accept surrender thereof unless the OWNER and the lessees shall execute new Lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new Lease to provide for a rental not less than the rent payable under the cancelled Lease and which shall not diminish the tenant's obligations to pay taxes and insurance to the extent that such obligations may exist under the cancelled Lease, and which new Lease shall run to a date which shall not be prior to the expiration of the said cancelled Lease. The OWNER covenants and agrees to assign said new Lease to Southern Bank & Trust Company in the same form and manner as it assigned the said cancelled Lease.

(b) Reduce the rent, nor accept payment of any installments of rent in advance of

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