

WILMINGTON, N.C.

NOV 9 1977

AGREEMENT AND CONSENT BY  
TRUST COMPANY BANK

TRUST COMPANY BANK, a Georgia banking corporation (hereinafter called "Assignee"), does hereby agree for itself, its successors and assigns, that in the event of any default under the above described Mortgage of even date herewith from JAMES RIVER REALTY CORPORATION (hereinafter called "Assignor") to the Assignee or under the note secured thereby, it will not declare the entire balance of the debt secured thereby to be due and payable without first giving Crown, its successors and assigns, thirty (30) days prior written notice of such default and permitting Crown, its successors and assigns, to cure such default, and further agrees that in the event of any such default, Crown, its successors and assigns, may, at its option, cure such default and make any payments required and apply all rents payable by Crown under the above described Lease to such payments so made by Crown, its successors and assigns.

IN WITNESS WHEREOF, Assignee has caused this instrument to be executed on its behalf and under its seal by its duly authorized officers as of the 12<sup>th</sup> day of December, 1977.

Signed, sealed and delivered TRUST COMPANY BANK  
in the presence of:

[Signature]  
Witness

By: [Signature]  
Vice President

[Signature]  
Witness

By: [Signature]  
~~Assistant Secretary~~  
Second Vice President

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