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by, through or under foreclosure of the Mortgage, or deed in lieu of such foreclosure or otherwise.

- 7. Landlord (Mortgagor) will assign or has assigned by Assignment of Leases and Rents its interest in the Lease to Mortgagee. If in the future there is a default by the Landlord (Mortgagor) in the performance and observance of the terms of the Mortgage, the Mortgagee may at its option under the Assignment of Leases and Rents require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Mortgagee, the Landlord (Mortgagor) hereby authorizes and directs the Tenant and the Tenant agrees to pay any payments due under the terms of the Lease to the Mortgagee. The Assignment of Leases and Rents does not diminish any obligations of the Landlord (Mortgagor) under the Lease nor impose any such obligations on the Mortgagee.
- 8. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

MORTGAGEE:

In the Presence of:

PROTECTIVE LIFE INSURANCE COMPANY

Je Danna Whiteon

BY:

ITS: Senior Vice President, Investments

ATTEST:

BY: Margain Scirctory ann

TENANT:

In the Presence of:

PIEDMONT E.N.T., P. A.

BY: TTS:

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