the Owner performed any acts or executed any other instruments which might prevent Motel Co. from operating under any of the terms and conditions of this assignment, or which would limit Motel Co. in such operation; and Owner further covenants and warrants to Motel Co. that it has not executed or granted any modification whatever of said lease or addendum to lease, either orally or in writing, and that the said lease or addendum to lease is in full force and effect according to its original term, and that there are no defaults now existing under the said addendum to lease.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their successors or assigns.

IN WITNESS WHEREOF, the Owner has caused this assignment to be executed by its duly authorized officers and its corporate seal hereunto affixed, on this 10th day of March, 1961.

IN THE PRESENCE OF:

Diluge M. Gehrson ?.

(LS)

President

Howard E. Newton, Jr. Secretar

SOUTHERN MORTGAGE INVESTMENT

(Continued on Next Page)