

application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default under the security instrument nor invalidate any acts done pursuant to such notice.

7. The Assignor will not convey to the Lessee the fee title to the premises unless, by written instrument delivered to the Assignee, the Lessee assumes and agrees to perform and discharge each obligation, covenant and agreement of the Assignor contained herein or in the security instruments or in the note or bonds secured thereby.

8. (a) The Assignor has not executed any prior assignment of any of its right under the lease; (b) the Assignor has not done anything which might prevent the Assignee from or limit the Assignee in operating under any of the provisions hereof; (c) the Assignor has not accepted rent under the lease more than thirty days in advance of its due date; (d) so far as the Assignor knows, there is no present default by the Lessee under the lease; and (e) the lease is in full force and effect, unmodified except as set forth herein.

9. The Assignee shall not be obligated to perform or discharge any obligation under the lease, or under or by reason of this assignment, and the Assignor hereby agrees to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the lease or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the lease; should the Assignee incur any such liability, loss or damage under the lease or under or by reasons of this assignment, or in the defense against any such claim or demands, the amount thereof, including costs, expenses and reasonable attorney's fees shall be secured hereby and by the security instruments and the Assignor shall reimburse the Assignee therefor immediately upon demand.

10. This assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignors' legal representative, successors and assigns.

The parties agree that all notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when sent by certified mail addressed to the parties at the following addresses:

Assignor: W. P. D., Inc.

Assignee: First Piedmont Bank & Trust Company

Lessee : Lemon Tree, Inc.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and Assignor's seal to be affixed hereto the day and date first above shown.

WITNESSES:

W. P. D., INC.

William P. Davis  
Alfred H. Pearson

By: William P. Davis  
William P. Davis, President

The Lessee, by its duly authorized official, acknowledges receipt of notice of the within Assignment on this 4th day of October, 1973.

LEMON TREE, INC.

By: Mar. Annice Hawkins

(Acknowledgments as required)