

49 feet to Oak Street; thence with Oak Street 109 feet to the beginning point. Together with the building erected on a portion of the above described lot and all right, title and interest of Carpenter Bros. Drug Company thereunder, and to the rentals reserved thereunder.

To Have and To Hold said leases, together with all the rights and Privileges therein and thereto unto The Prudential Insurance Company of America its successors and assigns - forever.

This Assignment is made as additional security for the performance of the conditions of a certain note secured by a mortgage, dated May 15, 1929 executed by said Carpenter Bros. Drug Company to The Prudential Insurance Company of America, to secure the payment of Fifty Thousand (\$50,000.00) Dollars, mortgaging the Western portion of the property described in Lease No. 1 above. For the terms and conditions thereof as they may more fully appear, reference is made to said note and mortgage.

The right is hereby reserved and granted to said Carpenter Bros. Drug Company, under Lease No. 1, to collect the rentals for the premises hereinabove described, as they accrue under said lease, and in full, collect the same. And under Lease No. 2 the right is hereby reserved and granted to said Carpenter Bros. Drug Company to carry out all provisions under said lease; and to also enforce all other provisions under both leases so long as there is no default on the part of said

Carpenter Bros. Drug Company in the payment of any of the interest, as provided in the mortgage herein above described, or in the payment of the Principal therein described, and so long as there is no breach in any of the conditions or covenants of said note and mortgage.

It is further agreed that the said Carpenter Bros. Drug Company under lease No. 1 shall not collect any of the rentals further in advance than one monthly installment, and any collection made by said Carpenter Bros. Drug Company further in advance shall constitute a breach of covenant, and the mortgagee may proceed to execute the provisions of said mortgage in the same manner as provided therein in case of default in payment of Principal or interest described in said mortgage. For a breach of the covenants contained therein, under Lease No. 2, if all of the provisions of said lease are not carried out by the said Carpenter Bros. Drug Company.

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the same shall constitute a breach of covenant, and the mortgagee may proceed to execute the provisions of said mortgage in the same manner as provided therein in case of default in the payment of any principal or interest described in said mortgage, or a breach of the covenants contained therein.

In case of default in the payment of the mortgage debt, or in case of a breach, on the part of the mortgagor, of any of the terms and provisions of the mortgage, or of this Assignment, The Prudential Insurance Company of America shall be entitled to collect the rents that from time to time shall become due and payable under the terms of Lease No. 1, applying so much thereof as may be necessary to pay the rents which shall become due under lease No. 2 and applying any balance to the payment of interest and principal of the mortgage debt, and of any costs and expenses incurred in such collection.

In case the mortgagors shall make good any such default, then, and in such case, the mortgagors shall be restored to their right to make collection of said rents until there shall be further default or breach of any of said covenants. In case of foreclosure of the said mortgage, the court shall have authority, in any decree for the sale of the mortgaged premises, to authorize the transfer of said leases, and the right to said rents, as herein stipulated.

Upon the full performance of the conditions and obligations of said note and mortgage, this agreement shall be void and of no effect, and thereupon in that event the said The Prudential Insurance Company of America will reassign to said Carpenter Bros. Drug Company all its interest, right and title in and to said leases now acquired under and by virtue of this Assignment.

It is agreed that this assignment is only for the purpose of furnishing additional security for the payment of the mortgage debt, and that The Prudential Insurance Company of America does not in any way become bound by any of the terms and covenants assumed by Carpenter Bros. Drug Company in either of said leases.

"Over"