

7. The owner represents that the owner now is the absolute owner of said lease with full right and title to assign the same and the rents, income and profits due or to become due thereunder; that said lease is valid and in effect; that there is no outstanding assignment or pledge thereof or of the rents, income and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof and that no rents, income or profits payable thereunder have been or will hereafter be anticipated or discounted. The owner covenants not to cancel, surrender or terminate said lease or change, alter or modify the same, either to reduce the amount of said rents, income and profits payable thereunder, or otherwise change, alter or modify said lease, or make any subsequent assignment of said lease, or consent to subordination of the interest of the lessee in said lease, without the prior written consent of the mortgagee.

8. The owner agrees to execute and deliver to the mortgagee, during the term of the within assignment, such further instruments as the mortgagee may deem necessary to make this assignment and the several covenants of the owner effective.

9. The rights and remedies of the mortgagee under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which the mortgagee shall have under said bond, note or obligation and mortgage, deed of trust or other security instrument. The rights and remedies of the mortgagee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

10. No change, amendment, modification, cancelation or discharge hereof, or any part hereof, shall be valid unless consented to in writing by the mortgagee.

11. All covenants and agreements herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

12. Owner represents and warrants that the leased space has been completed to the satisfaction of the Lessee, that Lessee has accepted possession of said leased space and is open for business, that all due and payable rents and other charges have been paid, that none have been prepaid, that the above lease is the only lease affecting the described premises, that it has been modified only as indicated above, and that there is no existing default or breach of any covenant or condition of said lease.

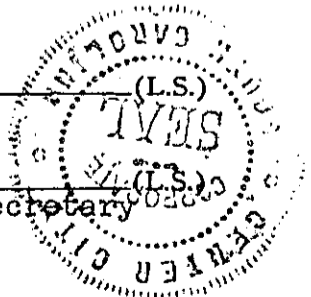
13. Owner agrees that it will not consent to any material alteration of or addition to the above described real estate without mortgagee's prior written approval; and that it will not permit any such alteration or addition without the mortgagee's prior written consent unless tenant has reserved an unqualified right to alter or enlarge, in which event owner will immediately notify the mortgagee of any work undertaken by tenant under its reserved right.

14. Any breach of any of the covenants and conditions herein shall, at the option of the mortgagee, constitute a default in the mortgage.

IN WITNESS WHEREOF, this assignment has been duly executed and sealed by the owner.

By: R. P. Hughes
President

CENTER CITY
Attest: [Signature]
Secretary



IN THE PRESENCE OF:
Marquerite B. Bagwell
R. C. Fant

(CONTINUED ON NEXT PAGE)

[Handwritten signature]