

from Owner under the terms and provisions of the aforesaid notes and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Cameron-Brown.

The Owner hereby covenants and warrants to Cameron-Brown that it has not executed any prior assignment of said leases or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent Cameron-Brown from operating under the terms and conditions of this assignment, or which would limit Cameron-Brown in such operation; and Owner further covenants and warrants to Cameron-Brown that it has not executed or granted any modifications of said leases, either orally or in writing, and that said leases are in full force and effect according to their original terms, and that there are no defaults now existing under said leases. Owner further covenants during the full term of the loan in connection with which this assignment is made to comply with all terms, conditions and covenants of the leases imposed upon the lessor so as to prevent any termination of the leases because of a default by the lessor.

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

IN WITNESS WHEREOF, the Owner has executed this assignment on the ___ day of May 1966.

In the Presence Of:

NALLEY COMMERCIAL PROPERTIES, INC.

Bessie C. ...

By A. B. Nalley, Jr.
President

Alice M. Owens

George B. ...
Secretary

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