

said note and mortgage, or any part thereof, from the leasehold interest hereby assigned, Southern Bank and Trust Company will account for and pay over to the undersigned all amounts realized by it from rents collected under said lease in excess of the indebtedness of the undersigned to Southern Bank and Trust Company, principal and interest, including such costs and expenses as the said Southern Bank and Trust Company may be obligated to incur in thus enforcing its rights as assignee of said lease and including any and all sums which may have been advanced by it for taxes, insurance, and other charges.

IT IS FURTHER AGREED that the undersigned shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein, nor (except as may be provided in said lease) consent to an assignment thereof by without the written consent of Southern Bank and Trust Company, so long as the indebtedness referred to above, or any part thereof, is still outstanding and unpaid.

Upon the full performance of the conditions and obligations of said note and mortgage hereinabove mentioned, this assignment shall be void and of no effect, and thereupon, in that event the said Southern Bank and Trust Company will reassign to the undersigned its right, title and interest in and to the said lease so acquired under and by virtue of this assignment.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 1st day of April, 1969.

In the Presence of:

Betty E. Aindy )  
Fred D. L. )  
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Robert H. Gorman (LS)  
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