

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 Assignee.

6. Assignors agree to execute and deliver to the Assignee, during the term of the within instrument, such further instruments as Assignee may deem necessary to make this assignment and the several covenants of Assignors effective.

7. The rights and remedies of Assignee under this instrument are cumulative and are not in lieu of but are in addition to any other rights and remedies which Assignee shall have under said note. The rights and remedies of Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

8. No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless consented to in writing by Assignee.

9. All covenants and agreements herein shall apply to and bind the successors and assigns of the respective parties.

IN WITNESS WHEREOF, John M. Foshee, Harold L. Foshee and John S. Bowman have set their hands and seals on this the 8 day of February, 1974.

WITNESSES:

Mary M. [unclear]
Carolyn [unclear]

John M. Foshee
John M. Foshee
Harold L. Foshee
Harold L. Foshee
John S. Bowman
John S. Bowman

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned authority in and for said County in said State, hereby certify that John M. Foshee, Harold L. Foshee

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