

amounts due Lender from the Lessor under the terms and provisions of the aforesaid note 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 Lender.

The Lessor hereby covenants and warrants to Lender that it has not executed any prior assignment of said Lease or rental, nor has Lessor performed any acts or executed any other instruments which might prevent Lender from operating under any of the terms and conditions of this assignment, or which would limit Lender in such operation; and Lessor further covenants and warrants to Lender that it has not executed or granted any modification whatever of any of said Lease, either orally or in writing, and that said Lease is in full force and effect according to its original terms, and that there are not defaults now existing under the said Lease. Lessor further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the Lease imposed upon the Lessor so as to prevent any termination of the Lease because of a default by the Lessor.

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

This the 15<sup>th</sup> day of MARCH, 1979.

In the presence of:

R. David Mason  
Lora J. Alexander  
Ronald S. Blackstone

Barbara B. Selvy  
 Barbara B. Selvy

First Federal Savings and Loan  
 Association

By: J. M. Logan Jr  
 Its: Vice Pres. - Lending