



ASSIGNMENT OF LEASE

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STATE OF ALABAMA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Hundred and No/100 (\$100.00) Dollars, and other good and valuable considerations, John M. Foshee, Harold L. Foshee and John S. Bowman do hereby assign unto The First National Bank of Montgomery all of their right, title and interest in and to that certain lease from John M. Foshee, Harold L. Foshee and John S. Bowman to Greenville Associates Ltd., an Alabama limited partnership, dated *December 31, 1973* and recorded in the R. M. C. Office for Greenville County, South Carolina, said lease being incorporated herein by reference.

TO HAVE AND TO HOLD said Lessors' right, title and interest in said lease unto The First National Bank of Montgomery, its successors or assigns, as security for the payment of the principal and interest provided, to be paid pursuant to the terms of that certain note from John M. Foshee, Harold L. Foshee and John S. Bowman dated *FEBRUARY 8, 1974*. Reserving however, a license to collect the rents, income and profits accruing by virtue of said lease as they become due, and to enforce the covenants of said lease so long as there is no default by John M. Foshee, Harold L. Foshee and John S. Bowman in any of the terms, covenants, and provisions of said note.

ASSIGNORS COVENANT THAT:

1. In the event of default in the performance of any of the terms, covenants or provisions of said note or of this assignment, Assignors hereby authorize Assignee, at its option, to enter and take possession of the leased premises, or any part thereof, and to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that