

(5) It is understood and agreed that all deposits made by Lewis Village, Inc. covering 50% of its net earnings as herein above shall be held by Home Life Insurance Company as a special reserve fund which shall not draw interest and all or any portion of said fund may be applied at any time and from time to time by Home Life Insurance Company to cure any default, in the payment of any sum or sums which may be due under the terms of said note and mortgage of Lewis Village, Inc. held by it or may at the request of Lewis Village, Inc. be applied as additional payments on the said note of Lewis Village, Inc. subject to the terms of prepayment privilege set forth in said note and mortgage and said fund or any portion thereof may be used for such other purpose or purposes as the said Lewis Village, Inc. and Home Life Insurance Company may mutually agree.

(6) It is further agreed that any violation of the covenants and agreements herein contained on the part of Lewis Village, Inc. shall constitute and be a default within the terms and provisions of the said note and mortgage given by Lewis Village, Inc. to Wachovia Bank and Trust Company of Winston Salem, N.C. and assigned to Home Life Insurance Company hereinabove referred to and shall be enforceable by the holder of said note and mortgage in the same manner as provided for in case of default in the terms and conditions contained in said note and mortgage.

To the faithful performance of these covenants the parties hereby bind themselves their successors and assigns forever.

IN WITNESS WHEREOF the undersigned has caused this agreement to be signed by its duly authorized officers and its corporate seal hereunto affixed this 30th day of August 1949.

In The Presence of:)
) Mildred Thompson
) Mary S. Shaw

LEWIS VILLAGE, INC. L.S.
 BY Carlton R. Greene President
 AND T. B. ... Secretary

In The Presence of:)
) Charles R. ...
) John ...

HOME LIFE INSURANCE COMPANY L.S.
 BY George N. ... Vice President
 AND ... Attorney at Law Secretary