- 11. Mortgagor shall assign to the mortgagee, upon request, as further security for the indebtedness secured hereby, the lessor's interests in any or all leases, and the mortgagor's interests in all agreements, contracts, licenses and permits affecting the property subject to this mortgage, such assignments to be made by instruments in form satisfactory to the mortgagee; but no such assignment shall be construed as a consent by the mortgagee to any lease, agreement, contract, license or permit so assigned, or to impose upon the mortgagee any obligations with respect thereto.
- 12. Mortgagor shall not cancel any of the leases now or hereafter assigned to mortgagee pursuant to paragraph (11) above, nor terminate or accept a surrender thereof or reduce the payment of the rent thereunder or modify any of said leases or accept any prepayment of rent therein (except any amount which may be required to be prepaid by the terms of any such lease) without first obtaining, on each occasion, the written approval of the mortgagee.
- 13. Mortgagor will faithfully keep and perform all of the obligations of the landlord under all of the leases now or hereafter assigned to the mortgagee pursuant to paragraph (11) above and will not permit to accrue to any tenant under any such lease any right to prepaid rent pursuant to the terms of any lease other than the usual prepayment of rent as would result from the acceptance on the first day of each month of the rent for the ensuing month, according to the terms of the various leases.

NOW, if the payments are made as provided and all of the foregoing covenants and agreements are performed and observed, this Mortgage shall be null and void, and shall be released at the cost of the Mortgagor, which cost the Mortgagor agrees to pay.

provided, Always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Jack E. Shaw, his heirs and assigns, does and shall well and truly pay, or cause to be paid unto the said Southern Bank and Trust Company, its successors or assigns, the said debt or sums of money aforesaid, with interest thereon, if any shall be due, according to the true intent and meaning of the said note and condition

10.VO 000

O-