

said premises in the same manner and to the same extent that the Owner might reasonably so act. The Provident shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due the Provident from the Owner 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 the Provident.

The Owner hereby covenants and warrants to the Provident that it has not executed any prior assignment of said lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent the Provident from operating under any of the terms and conditions of this assignment, or which would limit the Provident in such operation; and Owner further covenants and warrants to Provident that it has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

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.

IN WITNESS WHEREOF, the Owner has executed this assignment by its officers thereunto duly authorized, and has affixed its corporate seal, on this 1st day of July, 1963.

IN THE PRESENCE OF:

PLEASANTBURG SHOPPING CENTER, INC. (LS)

Eunice H. Shelton By Richard J. Purdy President
Harry R. Thompson And W. J. Cain Secretary

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