

mortgaged premises, the OWNERS hereby authorizing Southern Bank in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNERS might reasonably so act. Southern Bank 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 Southern Bank from the OWNERS 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 Southern Bank.

The OWNERS hereby covenant and warrant to Southern Bank that it has not executed any prior assignment of said lease or rental, nor have the OWNERS performed any acts or executed any other instrument which might prevent Southern Bank from operating under any of the terms and conditions of this assignment, or which would limit Southern Bank in such operation; and OWNERS further covenant and warrant to Southern Bank 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 no defaults now existing under the said lease. OWNERS further covenant 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 31st day of December, 1965.

IN THE PRESENCE OF:

<u>Carol R. Davis</u>	<u>Martha C. Johnson</u> (LS) Martha C. Johnson
<u>Eunice D. Shelton</u>	<u>Margaret C. Barnes</u> (LS) Margaret C. Barnes

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