I, W. Thomas Brockman, do hereby acknowledge receipt of an executed copy of the foregoing Conditional Assignment and Option Agreement, and do hereby agree that, as Landlord under that certain Indenture of Lease dated June 1, 1964, by and between W. Thomas Brockman, as Landlord, and Southern Bank and Trust Company, as Tenant, that I will not exercise any rights granted to me under said lease or by law in the event of default of the Tenant until I shall first give to Central Realty Corporation notice of default in writing by registered mail, and the said Central Realty Corporation is hereby granted the same rights upon the same conditions to cure said default as is contained in the provision entitled "Mortgage on Tenant's Interest", as set forth on pages 6 and 7 of the above mentioned lease agreement.

This the 21st day of July, 1966.

IN THE PRESENCE OF:

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. Thomas Brockman

Recorded August 5th., 1966 At 12:33 P.M. # 3798