

payment of the original principal sum of One Hundred Seventy Thousand Dollars (\$170,000) and interest thereon evidenced by a negotiable promissory note made by the said party of the first part and payable to the order of said party of the second part; and,

WHEREAS, by separate lease, dated September 30, 1971, and made by the said party of the first part, a true copy of which is attached to and made a part of this agreement, the mortgaged premises have been leased by the party of the first part to Smith's Transfer Corporation for the purpose of conducting a motor freight trucking business and maintaining a truck terminal and freight house thereon, together with all and every business and activity related thereto; and,

WHEREAS, the party of the second part, as a condition to granting the aforesaid mortgage loan, has required the execution of this conditional assignment of the rentals of the mortgaged premises in elaboration of the provisions of the said deed of trust under which the party of the second part has rights with reference to such rentals.

NOW, THEREFORE, in order more fully to secure the payment of such indebtedness of the Owner to Assignee, in consideration of the making of the loan represented by the aforesaid deed of trust and the note secured thereby, and in further consideration of the sum of One Dollar (\$1.00) paid by Assignee to Owner, receipt of which is hereby

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