

Owner, the said Owner hereby assigns, transfers and sets over unto Mortgagee the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Mortgagee that it will not, without the written consent of Mortgagee,

- (a) Cancel said lease or accept a surrender thereof unless the Owner and the said Elizabeth Allen Askins and A. W. Askins as Trustee shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, which new lease shall run to a date which shall not be prior to the expiration of said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in the same form and manner as he assigned the said cancelled lease.
- (b) Modify the said lease, either orally or in writing, so as to decrease the term of the lease or increase the rent.
- (c) Fail to make payment of the rent, taxes and insurance when due under the terms of said lease.
- (d) Surrender, abandon or vacate the premises prior to the end of the term of the lease.

And any of the above acts, if done without the written consent of Mortgagee, shall be null and void.

Mortgagee, by acceptance of this assignment, covenants and agrees to and with Owner that, until a default shall occur by Owner in the performance of the covenants or in the making of the payments provided for in said mortgage or note, Owner may retain possession and continue to use said leased property; but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in said mortgage, or note, Mortgagee may, at its option, enter upon the said leased premises by its officers, agents or employees for the operation and maintenance of said leased premises, Owner hereby authorizing Mortgagee 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 Owner

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