

John P. Abney hereby authorizes the Bank to give notice in writing of this assignment at any time to the Lessee.

Violation of any of the covenants, representations and provisions contained herein by John P. Abney shall be deemed a default under the terms of said note.

Default by John P. Abney under any of the terms of the lease assigned herein shall be deemed a default under the terms of said note and the within assignment. Any expenditures made by the Bank in curing such default on the part of John P. Abney, with interest thereon at the rate provided for in said note, shall become part of the debt secured by these presents.

It is understood and agreed that neither the existence of this assignment nor the exercise of its privilege to collect rents, issues, profits, income, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the Bank, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note for which this assignment is given as additional security.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the note referred to herein.

IN WITNESS WHEREOF, John P. Abney has hereunto set his hand and seal and caused this instrument to be executed the day and year first above written.

In the presence of:

William H. [Signature]
[Signature]

John P. Abney (SEAL)
John P. Abney

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