

Owner 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 Owner 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.

Owner hereby covenants and warrants to Southern Bank that Owner has executed a prior assignment of this Lease and rentals therefrom to New York Life Insurance Company but, except for such assignment to New York Life Insurance Company, Owner has not executed any prior assignment of said Lease or rentals, nor has Owner 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 Owner further covenants and warrants to Southern Bank that Owner has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the 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. Therefore, all rights granted to Southern Bank herein are subject to the prior rights of New York Life Insurance Company.

Owner hereby irrevocably authorized and directs Lessee and any successor to the interest of Lessee, upon receipt of any written request of Southern Bank stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the aforesaid mortgage or note, subject to the rights of New York Life Insurance Company, to pay to Southern Bank the rents due and to become due under the Lease. Owner