

any part thereof from the leasehold interests hereby assigned, said Provident Life and Accident Insurance Company will account for and pay over to the undersigned all amounts realized by it from rents collected under said leases in excess of the indebtedness of the undersigned to Provident Life and Accident Insurance Company, principal and interest, including such cost and expenses as the said Provident Life and Accident Insurance Company may be obligated to incur in thus enforcing its rights as assignee of said lease and including any and all sums which may have been advanced by it for taxes, insurance, etcetera.

IT IS FURTHER AGREED that the undersigned shall not cancel said leases or consent to a surrender thereof or grant any modification or concession therein, nor consent to an assignment thereof by Dixie Home Stores, or M. T. Sumerel and J. T. Sumerel, Jr., without the written consent of Provident Life and Accident Insurance Company, so long as it holds a mortgage on the property above described.

Upon the full performance of the conditions and obligations of said note and mortgage hereinabove mentioned, this assignment shall be void and of no effect, and thereupon, in that event the said Provident Life and Accident Insurance Company will reassign to the undersigned its right, title and interest in and to the said leases so acquired under and by virtue of this assignment.

IN WITNESS WHEREOF Potomac Realty Co. has caused its corporate seal to be hereunto affixed and these presents to be subscribed by its duly authorized officers, this 12th day of October, 1955.

IN THE PRESENCE OF:

Francis B. Heltgen
Patricia C. Dant

POTOMAC REALTY CO. (Seal)
By Walter C. Dant President
And James H. Dant Secretary

RAINEY,
FANT & BRAWLEY
ATTORNEYS AT LAW
GREENVILLE, S. C.