

the Lease Agreements above referred to. In the event of failure of NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. to perform any of its obligations under the Lease Agreements hereinabove referred to, or in the event of default in payment of the obligation which this assignment secures, STATE BANK AND TRUST CO., WARE SHOALS, S. C., may take such action in its own name or in the name of NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. as it may deem necessary, desirable or proper for its protection and best interest, and NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. shall be obligated to reimburse said bank for all expenses and costs incurred by it in any such action.

It is further understood that upon payment in full of the indebtedness to STATE BANK AND TRUST CO., WARE SHOALS, S. C., above referred to in accordance with the terms and provisions of the note, NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. shall be entitled to a re-assignment by said bank of all of its rights hereunder.

NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. hereby represents and warrants that it has fully performed and discharged all of its obligations up to the present time under the terms and provisions of the Lease Agreements hereinabove referred to, and that it has the right to make this assignment.

WITNESS the Hand and Seal of NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. this 28th day of August, 1959.

Witnesses:

L. M. Nalley  
George H. Newton

NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. (L.S.)

By G. B. Nalley  
G. B. Nalley, President

ATTEST:

Eudora N. Rankin  
Eudora N. Rankin, Secretary  
Asst.

(Continued on Next Page)