

without limitation, any liability under the covenant of quiet enjoyment contained in said leases in the event that the tenant shall have been joined as party defendant in any action to foreclose said mortgage, and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in said premises. Prior to actual entry and taking possession of the premises by the mortgagee, this assignment shall not operate to place responsibility for control, care, management or repair of said premises upon the mortgagee, nor for the carrying out of any of the terms and provisions of said leases. Should the mortgagee incur any liability mentioned in this paragraph, or loss or damage under said leases or under or by reason of this assignment, or in the defense of any such claims or demands, the owner shall immediately, upon demand, reimburse the mortgagee for the amount thereof, including costs and expenses and reasonable attorney's fee, and the mortgagee may retain possession and collect the rents, income and profits and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

The Owner covenants and warrants to the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it has not executed any prior assignment of said leases or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY from operating under any of the terms and conditions of this assignment, or which would limit the PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY in such operation; and Owner further covenants and warrants to PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY that it has not executed or granted any modification whatever of said leases, whether orally or in writing, and that the said leases are in full force and effect according to their terms, and that there are no defaults now existing under any of said leases.

Owner hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY, Chattanooga, Tennessee.

Upon payment in full of the entire indebtedness secured hereby, as evidenced by a recorded satisfaction or release of the bank's security instrument, this assignment shall be void and of no effect and said recorded satisfaction or release shall automatically operate to release this assignment of record.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the Owner has executed this assignment by its duly authorized officers, and affixed its corporate seal hereto, this 1st day of July, 1963.

IN THE PRESENCE OF: PLEASANTBURG PROPERT CO. OWNER, INC. (S)

Eunice H. Shelton
Henry R. Stephens

By

Fred A. Curtis

President

And

T. D. D. Lane

Secretary

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