

of this assignment there has been no anticipation or prepayment of any rents by the tenant or lessee occupying the above described property.

It is further covenanted and agreed that the Party of the First Part, assignor, and their heirs or assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of the lease above described in any particular whatsoever without first obtaining the consent in writing of Southern Bank and Trust Company to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the Southern Bank and Trust Company, or its successors and assigns, a mortgagee in possession, nor shall said Company, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Company is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the Party of the Second Part, 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 mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, O. Newell Eastland and H. B. Tomlin, Jr. have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

Lacey H. Astice O. Newell Eastland (LS)
Wm. K. Brown Jr. H. B. Tomlin Jr. (LS)

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