

OWNERS hereby covenant and agree to and with Southern Bank that they will not, without the written consent of Southern Bank

(a) Cancel said lease or accept a surrender thereof unless the OWNERS and said tenant or tenants shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease or leases to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish any of the tenants' obligation to pay taxes and insurance to the extent that such obligation may exist under the cancelled lease or leases, and which new lease or leases shall run to a date which shall not be prior to the expiration of the said cancelled lease. OWNERS covenant and agree to assign said new lease to Southern Bank in the same form and manner as they assigned the said cancelled lease.

(b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof.

(c) Modify said lease, either orally or in writing.

(d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of any of said lease.

(e) Accept a surrender or abandonment or vacation of any of the premises prior to the end of the term of said lease.

And any of the above acts, if done without the written consent of Southern Bank, shall be null and void.

Southern Bank, by acceptance of this assignment, covenants and agrees to and with OWNERS that, until a default shall occur by OWNERS in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said OWNERS may receive, collect and enjoy the rents, issues and profits accruing to it under said leases; but it is covenanted and agreed by OWNERS, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Southern Bank may, at its option, receive and collect all the said rents, issues and profits. The OWNERS, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes Southern Bank at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said

(Continued on next page)