

or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the OWNER hereby authorizing Southern Bank & Trust Company in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNER might reasonably so act. Southern Bank & Trust Company shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due Southern Bank & Trust Company from the OWNER under the terms and provisions of the aforesaid Note and Mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Southern Bank & Trust Company.

The OWNER hereby covenants and warrants to Southern Bank & Trust Company that it has not executed any prior assignment of said Lease or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent Southern Bank & Trust Company from operating under any of the terms and conditions of this assignment, or which would limit Southern Bank & Trust Company in such operation; and the OWNER further covenants and warrants to Southern Bank & Trust Company that it has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force

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