

"Recently Acquired Yeargin Lot"; and

WHEREAS, the said R. H. Yeargin desires to construct an addition to the Existing Building, hereinafter referred to as the "New Building", said addition to be situate on the southern portion of the Original Yeargin lot and on the Recently Acquired Yeargin Lot, and further desires to use certain of the walls of the Existing Building as common walls with the New Building, said Existing Building and New Building to be used as an integrated office building; and

WHEREAS, the present air conditioning and heating units for the Existing Building are to be moved from their present location which is at the rear of the Existing Building to a new location on the roof of the New Building but said units will continue to furnish heat and air conditioning only to the Existing Building; and

WHEREAS, Liberty Life Insurance Company is willing to release from the lien of its mortgage that portion of the Original Yeargin lot lying south of the southern edge of the wall of the Existing Building and is willing to consent to the New Building being attached to certain of the walls of the Existing Building upon the following terms and conditions:

1. An easement be granted to Liberty Life Insurance Company, its successors and assigns, in the event of default in the aforesaid mortgage, said easement to be eight (8) feet in width and to extend from the present outside entrance in the southern wall of the Existing Building in an easterly direction to the premises covered by the Liberty Life Insurance Company mortgage.

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