

IT IS FURTHER AGREED that the undersigned shall not cancel said lease or consent to a surrender thereof or grant any modification or concession therein, nor (except as may be provided in said lease) consent to an assignment thereof by Sears, Roebuck & Co., without the written consent of Fidelity Federal Savings & Loan Association, so long as the indebtedness referred to above, or any part thereof, is still outstanding and unpaid.

Upon the full performance of the conditions and obligations of said note and mortgage hereinabove mentioned, this assignment shall be void and of no effect, and thereupon, in that event the said Fidelity Federal Savings & Loan Association will reassign to the undersigned its right, title and interest in and to the said lease so acquired under and by virtue of this assignment.

The within agreement shall be binding upon and inure to the benefit of the said Robert H. Yeargin and Fidelity Federal Savings & Loan Association, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 31<sup>st</sup> day of December, 1971.

In the Presence of:

Vera A. Quinn

Jan C. Belcher

Robert H. Yeargin  
Robert H. Yeargin

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