

or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income and profits due and becoming due thereon, including specifically, without limiting the generality thereof, the lease between Handee Mart Food Stores, Inc. and John P. Abney as hereinabove set forth.

John P. Abney does hereby authorize and empower the Bank to collect the said rents, income, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as may now be due or shall hereafter become due to the said Bank upon demand for payment thereof by said Bank. It is understood and agreed, however, that no such demand shall be made as long as John P. Abney collects such rents and delivers same promptly to the Bank to keep current the \$800.00 monthly payments due upon the aforesaid note beginning December 15, 1975 and until there has been a default in the payment of the indebtedness due to the Bank, or default in the payment of any other sums secured by this assignment of lease and rents, or default in meeting the terms and conditions of this loan transaction or upon the filing or adjudication of John P. Abney for receivership, bankruptcy or proceeding in arrangement, whether voluntary or involuntary. Anything to the contrary notwithstanding, John P. Abney hereby assigns to the Bank any award made hereafter to him in any court procedure involving the within lease and rents in any bankruptcy, insolvency or reorganization proceedings in any state or federal court; and any and all payments made by Lessee in lieu of rent. John P. Abney hereby appoints the Bank as his irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment in connection with the within lease and rents.

The term of this assignment shall be until the aforesaid \$95,000.00 note or any extension or renewal thereof of even date shall have been fully paid and satisfied. This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied in reduction of such indebtedness from time to time outstanding.

0 2 0 4

4328 RV-2