

And it is further agreed and covenanted by and between the said parties that until the debt hereby secured be paid, said TIG, its successors or assigns, shall and will pay or cause to be paid all taxes or assessments of every type or nature on the within described properties and every part thereof, or on this assignment or notes secured hereby, promptly as they become due and before they become delinquent, provided however, that the total amount so paid for taxes on this assignment or notes secured hereby, together with the interest payable thereon, shall not exceed the highest legal rate of interest per annum; and upon the failure of TIG or Center, Inc. to so pay the said taxes, charges, public rates or assessments, C & S shall have the right to pay same (and any sums so paid shall stand secured by this assignment and bear interest from the date of payment until repaid at the rate of six (6%) percent per annum), and reimburse itself for the same under the note and lease assignments; C & S may likewise, in case of such default, declare the entire debt due and payable.

And in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth, TIG hereby assigns the rents and profits of the above-described premises to C & S, and agrees that any judge of the Circuit Court of said State may at Chambers, or otherwise, appoint a receiver with authority to take possession of said premises and collect the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs, and expenses, without liability, however, to account for anything more than the rents and profits actually collected.

This assignment is made upon the express condition that if Center, Inc. shall pay or cause to be paid to the said C & S, its successors or assigns, the aforesaid obligation of Center, Inc. as the same shall become due, then this assignment shall be void and of no effect.

In case said C & S, its successors or assigns, shall collect the moneys due under said leases hereby assigned, it shall after retaining

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