

1084

1. To George R. Cousar, Jr., M.D., P.A., 1588 square feet under lease dated June 26, 1978.
2. To Dan Gosnell Opticians, P.A., 1538 square feet under lease dated June 26, 1978.
3. To Donald W. Shelley, M.D., 1337 square feet under lease dated June 26, 1978.

WHEREAS, Community Bank as a condition to making the aforesaid mortgage loan, has required an assignment of the said leases as additional security for said mortgage loan.

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Community Bank to owner, the receipt whereof is hereby acknowledged by owner, the said owner hereby assigns, transfers, and sets over unto Community Bank, its successors and assigns, all the right, title and interest of owner in and to the said leases and any additions, amendments and/or supplements thereto, as additional security; and for the consideration aforesaid, the owner hereby covenants and agrees to and with the Mortgagee, that it will not, without the written consent of the Mortgagee,

- (a) Cancel any of said leases or accept a surrender thereof unless the owner and the respective tenant above named shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in the same form and manner as it assigned the said cancelled lease.
- (b) Modify any of said leases, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.
- (c) Consent to an assignment or sublease of the tenant's interest in any of said leases which will relieve the tenant of liability for the payment of rent and/or the performance of the terms and conditions of the lease, and/or which will violate any of the exclusives or restrictive covenants contained in any other lease assigned to said mortgagee as additional security for said note.

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