

And to that end the party of the first part hereby assigns and sets over unto the said Durham Life Insurance Company, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, including specifically, without limiting the generality hereof, the following leases:

That certain lease agreement by and between Wade Hampton Properties, Inc., as Lessor and Interstate Brands Corporation, as Lessee, dated September 3, 1975.

And the party of the first part does hereby authorize and empower the said Durham Life Insurance Company, its successors and assigns, to collect the said rents, issues, 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 Durham Life Insurance Company, its successors and assigns, upon demand for payment thereof by said Company, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the mortgage herein mentioned, or default in the payment of any other sums secured by said mortgage and until such demand is made the party of the first part is authorized to collect, or continue collecting, said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid, by the party of the first part shall not operate to permit the collection by the said party of the first part of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

The term of this assignment shall be until the certain note (or any extension or renewal thereof), dated January 31, 1979, made, executed and delivered by Thomas M. Hill and Merillat F. Hill to Durham Life Insurance Company, secured by mortgage of even date therewith to Durham Life Insurance Company, covering the above described premises, for the sum of ONE HUNDRED TWENTY FIVE THOUSAND AND NO/100 (\$125,000.00) Dollars, shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which times this assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the mortgage and note above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the party of the first part that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by the Lessee in the above described lease or leases.

It is further covenanted and agreed that the party of the first part shall not have the right, power or authority to alter, modify or amend the terms of the lease or leases above described in any particular whatsoever without first obtaining the consent in writing of Durham Life Insurance Company to such alteration, modification or amendment.