

respect to all such proceeds, granting to him full power and authority to do and perform every act and thing whatsoever necessary as fully as American Homes, Inc., might or could do.

3. The term "proceeds", as used in this instrument, shall mean the net funds realized by American Homes, Inc., from any of such contracts, after deduction and payment by it of its costs and expenses of construction ~~and interest~~, *CPH* including but not limited to the reserve account, escrow account, and fire insurance premium applicable to each such contract. Such proceeds shall be held by American Homes, Inc. in trust for Harry S. Abrams and paid to him until this loan is paid in full.

4. American Homes, Inc., warrants that it has not made any prior assignment of the proceeds under said contracts and that it has the full right to assign such proceeds as herein provided. It further warrants that said contracts mentioned by name herein are valid, existing, and represent bona fide contracts.

5. American Homes, Inc., does also assign, transfer, and deliver to Harry S. Abrams, his heirs and assigns, all of its right, title, and interest in and to any judgment or other recovery obtained from suit upon the promissory note and mortgage executed to it by H. B. Brown and Edna F. Brown, dated November 12, 1958, the mortgage being recorded in the R. M. C. Office for this County in Mortgage Book 765, Page 459, agreeing that any such suit shall be brought in its name as Plaintiff, being the real party in interest.

IN WITNESS WHEREOF this instrument has been executed on the 4th day of November, 1959.

Benjamin C. ...

AMERICAN HOMES, INC. (SEAL)

Jack L. ...

BY: *CP Holland*
President