KEYS PRINTING CO., GREENVILLE, S. C

STATE OF SOUTH CAROLINA,)
COUNTY OF GREENVILLE.)

WHEREAS, I, JOHN C. HUNT, of the City of Greenville, and State of South Carolina, am the present owner in fee simple of the property briefly described as those parcels or lots of land with the buildings and improvements thereon situate at the Northwest corner of the intersection of Academy and Whitmire Streets, and at the Northeast intersection of North Cox Street and Johnson Street, in the City of Greenville, S. C.; and

ASSIGNMENT OF LEASE.

WHEREAS, THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON, a banking institution organized under the laws of the United States, and having one of its principal offices in the City of Greenville, S. C., is about to become the owner and holder of a first mortgage executed by me covering the said property, which mortgage secures a note in the principal sum of One Hundred Twenty-five Thousand (\$125.000.00) Dollars; and

WHEREAS, all of the mortgaged premises have been leased to Mountain City Foundry and Machine Company, under lease dated June 3, 1946; and

WHEREAS, The South Carolina National Bank of Charleston, as a condition to making the aforesaid mortgage loan has required an assignment of the said lease as additional security for the repayment of the 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 The South Carolina National Bank of Charleston to John O. Hunt (the receipt whereof is hereby acknowledged), I, the said John O. Hunt, hereby assign, transfer and set over unto The South Carolina National Bank of Charleston the said lease entered into between John O. Hunt, as Lessor, and Mountain City Foundary and Machine Company, as Lessee, as additional security; and for the consideration aforesaid, I, John O. Hunt, hereby covenant and agree to and with The South Carolina National Bank of Charleston, that I will not, without the written consent of the South Carolina National Bank of Charleston,

- (a) : Cancel said lease;
- (b) Accept a surrender thereof;
- (c) Reduce the rent;
- (d) Modify the said lease in any way, either orally or in writing;
- (e) Grant any concession in connection with said lease, either orally or in writing;
- (f) Consent to an assignment of the Lessee's interest in said lease, or to a subletting, except as provided in said lease.

The South Carolina National Bank of Charleston, by accepting this assignment, covenants and agrees to and with John O. Hunt that, until a default shall occur by the said John O. Hunt, his heirs and assigns, in the performance of the covenants or in the making of the payments provided in said mortgage, and note, the said John O. Hunt may receive, collect and enjoy the rents, issues and profits accuring to him under said lease; but it is covenanted and agreed by John O. Hunt, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in making of the payments provided for in said mortgage and note, The South Carolina National Bank of Charleston, at its option, receive and collect all the said rents, issues and profits. John O. Hunt, in the event of default to any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage, hereby authorizes The South Carolina National Bank of Charleston at its option to enter upon the said morbgaged premises by its officers, agents or employees for the collection of the rents for the operation and maintenance of said mortgaged premises, John O. Hunt hereby authorizing the South Carolina National Bank of Charleston in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that he might reasonably so act. The South Carolina National Bank of Charleston shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due The South Carolina National Bank of Charleston by John O. Hunt under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and as to the items which shall be credited shall be within the sole discretion of The South Carolina National Bank of Charleston.