

Assignor further agrees that hereafter he will not, nor attempt to amend, modify, cancel or accept surrender of the said lease, nor will he enter into, or attempt to enter into, any new lease with the lessee above named, nor will he give his consent that the lessee may make alterations or improvements or that the lessee may assign, without, in each case, first obtaining the express written consent of the assignee.

It is further agreed that the terms, covenants, stipulations and conditions set forth in the written assignment of rents and profits, dated May 4, _____, 1959, and executed by Wooten Corporation of Wilmington to assignee herein, shall not affect this assignment of lease.

It is further understood and agreed that notwithstanding that this assignment is effective immediately, still, until notified by the assignee in writing that a default has occurred under the terms and conditions of the above described note or mortgage, the lessee shall continue to pay to the assignor the rentals coming due under the said lease as and when they accrue according to its terms, it being understood, however, that in no event shall assignor collect rent for more than one month in advance.

Rentals and other sums paid to and received by the assignee shall be put in a separate fund, without allowance of interest, and shall be applied by it for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the assignee:

- (1) to the payment of the installments of principal and interest on the mortgage loan as and when the same become due and payable;
- (2) to the payment of the assignee of all other sums due it under its said note and mortgage or under this assignment;
- (3) any amount not applied as above provided and remaining in the hands of the assignee may, at its option, on the first day of March of each year, then be applied by the assignee, to one or more of the following: (a) used for prepayment of principal in inverse order of its maturity, or (b) paid over to the mortgagor.

Whenever used, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

Dated this 4th day of May, 1959.

Signed, sealed and delivered in the presence of:

Frances B. Holtzclaw
Patrick C. Fant

WOOTEN CORPORATION OF WILMINGTON

BY: Richard D. Wooten
Richard D. Wooten President

Attest: Walter M. Wooten
Walter M. Wooten Secretary



STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF GREENVILLE)

PERSONALLY appeared before me Frances B. Holtzclaw and made oath that she saw Richard D. Wooten, as President, and Walter M. Wooten, as Secretary of WOOTEN CORPORATION OF WILMINGTON, a corporation chartered under the laws of the State of South Carolina, sign, seal with its corporate seal and as the act and deed of said corporation deliver the with instrument, and that she, with Patrick C. Fant, witnessed the execution thereof.

Frances B. Holtzclaw

SWORN to before me this 4th day of May, 1959.

#31611

Patrick C. Fant

Recorded May 28, 1959 at 2:23 P. M.

Notary Public for S. C.