

premises, to any amounts due said BANK from the OWNER under the terms and provisions of the aforesaid note or notes. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of said BANK.

The OWNER hereby covenants and warrants to said BANK that it has not executed any prior assignment of said lease or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent said BANK from operating under any of the terms and conditions of this assignment, or which would limit said BANK in such operation; and OWNER further covenants and warrants to said BANK that it has not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

IN WITNESS WHEREOF, the OWNER has executed this assignment on this 11 day of March, 1970.

WITNESSES:

[Signature]  
[Signature]  
ROBERTA CHAPIN SMITH

Personally appeared before me Marian S. Robbins and made oath that she saw the within name sign, seal and as her act and deed deliver the within instrument and that she with Peggy Turpin, witnessed the execution thereof.

Sworn to before me on this 3rd day of Aug. 19 70.

Marian S. Robbins  
WITNESS  
Marshall C. Pickens  
Notary Public of South Carolina  
Commission Expires Jan. 1, 1971

Rainey, Fant & Horton  
Attorneys at Law  
Greenville, S. C.

Assignment of Lease Recorded August 6, 1970 At 3:30 P.M. # 3025