

STATE OF SOUTH CAROLINA) FILED
) GREENVILLE CO. S. C.
 COUNTY OF GREENVILLE) 3 - 81
 ASSIGNMENT OF LEASE AND RENTALS

WHEREAS, JAMES D. MILLER & M. L. GARRETT, JR., of Greenville County, South Carolina, hereinafter referred as "Owners", are the present owners in fee simple of property situate, lying and being on the Northeastern side of White Horse Road in Greenville County, South Carolina, the same being a portion of the property of Carlos F. Lindsey as shown on a plat recorded in the RMC Office for Greenville County, S. C., in Plat Book 4I, page 19, and

WHEREAS, CAROLINA FEDERAL SAVINGS & LOAN ASSOCIATION, of Greenville, South Carolina, a Federal Savings & Loan Association, organized under the laws of the State of South Carolina, having its principal place of business in the City of Greenville, South Carolina, hereinafter referred to as "Lender", is about to become the owner of a first mortgage executed by the Owners covering said property, which mortgage secures a note evidencing a principal indebtedness in the sum of \$39,750.00; and,

WHEREAS, the above described premises as more fully described in said mortgage to be recorded hereby have been leased to CAPER HOUSE, INC., a South Carolina corporation, hereinafter referred to as "Lessee", under a lease dated February 11, 1971, a Memorandum of which is to be recorded herewith; and,

WHEREAS, Lender as a condition to making said loan secured by said mortgage, has required an Assignment of said Lease and an Assignment of the Rentals of the mortgaged premises as additional security for said loan and the performance by Owners of the covenants set forth in said mortgage, in this Assignment and in any other instruments, securing said loan.

NOW, THEREFORE, for and in consideration of the Lender making said loan, the Owners hereby grant, assign, transfer and set over to Lender, the aforesaid Lease and all of the rents, issues and profits of the aforesaid mortgaged premises, this Assignment to become operative only upon any default being made by Owners under the terms of the aforesaid mortgage or note secured thereby, and to remain in full force and effect as long as any default continues to exist in the performance of any of the covenants set forth in the aforesaid mortgage or the note secured thereby, upon the following terms and conditions:

The Owners shall not, without the written consent of Lender first had and obtained, cancel said Lease nor accept a surrender thereof, reduce the rent nor accept payment of any installment of rent in advance of the due date thereof, modify said Lease in any way nor grant any concession in connection therewith, and any any of the above acts, if done without such consent of Lender, shall be, at the option of Lender, null and void.

Until a default shall occur in the performance of Owners' covenants or in the making of the payments provided for in said mortgage or note, Owners may receive, collect and enjoy the rents, issues and profits accruing under said Lease. Upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, Lender may, at its option, receive and collect all the said

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