

Conditional Assignment of Rentals

This Agreement, entered into this 16th day of August, 1938 Between Alister G. Furman, G. Furman Norris and J. J. Doster residing at Greenville, S.C. (J. J. Doster at Birmingham, Ala.) parties of the First Part (also hereinafter referred to as the Owners) and The Prudential Insurance Company of America, a corporation of the State of New Jersey, having its principal office at No. 763 Broad Street, Newark, New Jersey, Party of the Second Part (also hereinafter referred to as the Prudential),

Whereas, the Party of the First Part is the present owner in fee simple of property, briefly described as ^{the} ~~the~~ ^{part of} the ~~part of~~ ^{part of} the intersection of North Main Street and East Coffey Street, ^{situated on the east side of North Main Street 38.2 feet and running back in parallel lines to a depth of 144 feet to center of an 8.4 foot alley} in the City of Greenville, County of Greenville, State of South Carolina, and the Party of the Second Part is owner as holder of a first mortgage covering the said premises, which said mortgage is in the original principal sum of Forty Thousand Dollars and 00/100 (\$47,000.00) Dollars, made by Alister G. Furman, G. Furman Norris, and J. J. Doster to The Prudential Insurance Company of America, under date of August 16, 1938, and

Whereas, The Party of the First Part, as a condition to granting the aforesaid mortgage, has required the execution of this assignment of the rentals of the mortgaged premises by the Party of the First Part;

Now, therefore, in order further to secure the payment of the indebtedness of the Owner to the Prudential, and in consideration of the making of the loan represented thereby, and in further consideration of the sum of One Dollar paid by the Prudential to the Owner, the receipt of which is hereby acknowledged, the said Owner does hereby sell, assign, transfer, and set over unto the Prudential all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by the Owner under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid mortgage or the note secured thereby.

1. In furtherance of the foregoing assignment, the Owner hereby authorizes the Prudential, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of the Owner or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any de-

SATISFIED AND CANCELLED BY
 J. J. DOSTER
 GREENVILLE, S. C.