

TITLE TO REAL ESTATE

(f) Consent to an assignment of the Lessee's interest in said lease, or to a sub-letting, except as provided in said lease.

Southeastern Life Insurance Company, by accepting this assignment, covenants and agrees to and with Acme Realty Company that, until a default shall occur by the said Acme Realty Company, its successors and assigns, in the performance of the covenants or in the making of the payments provided in said note and mortgage, the said Acme Realty Company may receive, collect and enjoy the rents, issues and profits accruing to them under said lease; but it is covenanted and agreed by Acme Realty Company, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in said note and mortgage, Southeastern Life Insurance may, at its option, receive and collect all the said rents, issues and profits. Acme Realty Company, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage, hereby authorizes Southeastern Life Insurance Company at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Acme Realty Company hereby authorizing the Southeastern Life Insurance Company 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 it might reasonably so act. The Southeastern Life Insurance Company 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 Southeastern Life Insurance Company by Acme Realty Company 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 Southeastern Life Insurance Company.

Acme Realty Company hereby covenants and warrants to the Southeastern Life Insurance Company that it has not executed any prior assignment of said lease or rentals, nor has it performed any acts or executed any other instrument which might prevent the Southeastern Life Insurance Company from operating under any of the terms and conditions of this assignment, or which would limit the Southeastern Life Insurance Company in such operation; and Acme Realty Company further covenants and warrants to the Southeastern Life Insurance Company 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.

IN WITNESS WHEREOF Acme Realty Company has caused these presents to be signed by its duly authorized officers and its corporate seal hereunto affixed, this 30th day of June, 1941.

In the presence of:

Bonnie M. Oulbertson
Miriam V. Chandler



ACME REALTY COMPANY (L. S.)

BY: Herbert H. Provence,
President

And: L. L. Jarrard, Secretary.

State of South Carolina,
County of Greenville.

Personally appeared before me Bonnie M. Oulbertson, who, being duly sworn, says that she saw H. H. Provence, as President, and L. L. Jarrard, as Secretary, of Acme Realty Company, sign, seal and as the act and deed of said corporation execute the foregoing Assignment of Lease, and that he with Miriam Chandler witnessed the execution thereof. Sworn to before me this 30th day of June, 1941.

Elsie M. Griffith (L. S.)
Notary Public for South Carolina.



Bonnie M. Oulbertson.

Recorded June 30th, 1941 at 2:30 P. M. #9901 BY:E.G.