

manner as provided therein in case of default in the payment of the note described in said mortgage or a breach of the covenants contained therein.

It is further declared and provided that in case it should be necessary for Liberty Life Insurance Company, for the purpose of protecting its interests, to assert its rights as assignee of said lease and to enforce payment of the indebtedness existing under said note and mortgage, or any part thereof, from the leasehold interest hereby assigned, it will account for any pay over to the said Mabel Newton Turrentine, all amounts realized by it from rents collected under said lease in excess of the indebtedness of the said Mabel Newton Turrentine to said Liberty Life Insurance Company, principal and interest, including such costs and expenses as the said Liberty Life Insurance Company may be obligated to incur in thus enforcing its rights as assignee of said lease, and including all sums which may have been advanced for taxes, insurance, etc.

It is further agreed that the said Mabel Newton Turrentine shall not cancel said lease or consent to a surrender thereof, or grant any modification or concession therein; nor grant any consent to an assignment thereof by Smith Dray Line, without the written consent of the said the Liberty Life Insurance Company so long as it holds a mortgage on said premises.

Upon the full performance of the conditions and obligations of said note and mortgage, this assignment shall be void and of no effect, and thereupon, in that event, the said Liberty Life Insurance Company will reassign to the said Mabel Newton Turrentine all her right, title and interest in and to said lease so acquired under and by virtue of this assignment.

In Witness whereof, the said Mabel Newton Turrentine has hereunto set her hand and seal this 20th day of April, in the year of our Lord one thousand nine hundred and forty-two and in the one hundred and sixty-sixth year of the Independence of the United States of America. In the presence of:

Patrick C. Fant
Alpha Dodd

Mabel Newton Turrentine (L. S.)

State of South Carolina
County of Greenville.

Personally appeared before me Alpha Dodd, and made oath that she saw the within named Mabel Newton Turrentine, sign, seal and as her act and deed deliver the within written Assignment of Lease, and that she with Patrick C. Fant, witnessed the execution thereof. Sworn to before me this 20th day of April, 1942.

Patrick C. Fant (L. S.)
Notary Public for South Carolina.

Alpha Dodd



Smith Dray Line hereby acknowledges that it has received notice of the within written assignment of lease to Liberty Life Insurance Company and does hereby consent and agree to the terms thereof.

In the presence of:
Patrick C. Fant
Flora K. Hayes

Smith Dray Line
BY: W. Newton Turrentine (SEAL)
Secy.-Treas.

Assignment recorded April 20th, 1942 at 12:50 P. M. #4742 BY:E.G.