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ON LEATHERWOOD, WALKER, TODD & MANN

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GREENVILLE, S. C.  
JAN 30 10 58 AM '73  
R.M.C.  
BONNIE S. TANKERSLEY

OLLIE F. BARNWORTH  
LIBERTY LIFE INSURANCE COMPANY  
GREENVILLE, SOUTH CAROLINA

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### CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, Coffee St. Realty Co.,

*Annexed*  
*Annexed*

hereinafter referred to as "OWNER," is the present owner in fee simple of real property located in Greenville County, South Carolina, briefly described as follows: 217 East Coffee St. (shown on plat of Frank M. Daniels, recorded in Plat Book B, p. 1, R.M.C. Office, Greenville Co., S.C.)

WHEREAS, LIBERTY LIFE INSURANCE COMPANY, a corporation of the State of South Carolina having its principal office in the City of Greenville in said State, hereinafter referred to as "MORTGAGEE," is about to become the owner of a mortgage loan to OWNER in the amount of

One Hundred and Seventy Thousand and no/100 (\$170,000.00) Dollars evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by OWNER covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to Leatherwood, Walker, Todd & Mann, Attorneys, a partnership, a corporation of the State of South Carolina under a lease dated October 31, 1967 for a term of years, which lease or a memorandum thereof has been duly recorded in the appropriate office in Book 833, at page 49, hereunder referred to as "lease," and

WHEREAS, LIBERTY LIFE INSURANCE COMPANY, as a condition to acquiring said mortgage loan has required as additional security for said loan a conditional assignment of OWNER'S interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by MORTGAGEE to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto MORTGAGEE the said lease, as additional security, and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with MORTGAGEE that it will not, without the written consent of MORTGAGEE,

(a) Cancel said lease or accept a surrender thereof

THIS ASSIGNMENT IS HEREBY CANCELLED, THIS 22nd DAY OF JANUARY, 1973.

Witnesses:  
*Joseph C. Burgess*  
*Walter H. Chishead*

LIBERTY LIFE INSURANCE COMPANY  
By *Harold Edwards*  
Assistant Vice President

RECORDING FEE  
PAID \$ 1.00

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OWNER irrevocably consents that the tenant under said lease, upon demand and notice from MORTGAGEE of OWNER'S default under the aforesaid mortgage or note, shall pay the rents, issues and profits under said lease to MORTGAGEE without liability to the tenant for the determination of the actual existence of any default claimed by MORTGAGEE.

MORTGAGEE shall have the right to assign the OWNER'S right, title and interest in said lease to any subsequent holder of said mortgage, subject to the provisions of this instrument, and to assign the same to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After OWNER shall have been barred and foreclosed of all right, title and interest and equity of redemption in said premises, no assignee of the OWNER'S interest in said lease shall be liable to account to OWNER for the rents, income and profits thereafter accruing.

OWNER agrees to indemnify and hold the MORTGAGEE harmless of and from any and all liability, loss or damage which MORTGAGEE may incur under said lease or by reason of this assignment, and of and from any and all claims and demands whatsoever which may be asserted against MORTGAGEE by reason of any alleged obligation or undertaking to be performed or discharged by MORTGAGEE under the said lease or this assignment. Nothing herein contained shall be construed to bind MORTGAGEE to the performance of any of the terms and provisions contained in said lease, or otherwise to assume any obligation on MORTGAGEE. Prior to actual entry and taking possession of the premises by MORTGAGEE, this

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