

AUG 16 12 08 PM 1967

Lenders Loan No. _____

Project No. 188

OLLIE BARNWORTH
R.M.C.

RE: PREMISES At 826 Pendleton St.
Greenville, So. Carolina

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 1st day of June 1967

by BOLO CORPORATION, a California corporation
(herein called the "Assignor")

to BANKERS LIFE COMPANY
(herein called the "Assignee")

WITNESSETH

FOR VALUE RECEIVED, assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor, (i) in and to all of the rents, issues and profits of and from the premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"); and (ii) in and to that certain lease or leases of the Premises (herein generally called the "Existing Leases"), more particularly described in Exhibit B attached hereto and made a part hereof.

A. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT:

Assignors hereby grant, transfer and assign to Assignee all of the right, title and interest of Assignors in and to the Existing Leases and in and to the right to the use and possession including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any lease (including the Existing Leases), whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other subsequent owner of the premises, or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted with any tenant or occupant of any part of the premises for the purpose of securing:

ONE. Payment of the indebtedness evidenced by that certain note (including any extensions or renewals thereof) in the principal sum of \$106,000.00 (One hundred six thousand & no/100 Dollars)

executed by Assignor, dated on or about the date hereof, payable to the order of Assignee, and secured by a Trust Deed and/or Mortgage or other document in the nature of hypothecation, (herein generally called the "mortgage") of the same date covering the property described in Exhibit A.

TWO. Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in said note and mortgage contained.

THREE. Performance and discharge of each and every obligation, covenant and Agreement of Assignors herein and in said note and mortgage contained.

B. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNORS AGREE:

1. That the Assignor is lessor under the Existing Leases, and the same are not in default; that the Assignor is entitled to receive said rents, and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except same being subject to this agreement; and that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

2. That the Assignor will execute upon request of the Assignee any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with the instrument or the premises.

3. That this instrument shall in no way operate to prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the mortgage and/or the note secured thereby and/or any extension of either.