

State of South Carolina,
County of Greenville.

Noted, the lot of land fronting 30 feet on the south side of West Washington Street by 90 feet deep being 72 feet east of Pickadillon Street in the City of Greenville, in said County and State, is owned as follows and subdivided five-eighths interest therein by Th. J. Thackston, a one-eighth interest by H. J. Thackston, a one-eighth interest by Miss Emmie R. Thackston individually, and the remaining one-eighth interest by the said Emmie R. Thackston as Trustee under the Will of her sister, Mrs. Annie J. Doddlett, and

Whereas, the said Th. J. Thackston executed and delivered to Title Guaranty & Trust Co. a mortgage dated April 3, 1928, and recorded in office of Register of Mecklenburg County for said County and State in Book 150, page 1381, covering his five-eighths interest in said premises, and he has paid (no part of the principal of said mortgage (\$10,500.00)), but has paid the interest thereon to April 3, 1930, and has made three payments on account of the interest since that date, to wit: One hundred dollars on October 3, 1930; fifty dollars on June 27, 1931, and four hundred and fifty dollars on July 6, 1931; and taxes on said premises are now past due and unpaid; and

Whereas, Southern Guaranty & Trust Co. (the successor to Title Guaranty & Trust Co.) has assigned certain shares in said mortgage and in the interest thereon as follows: \$700.00 to Alexander Math. Beth, as trustee under deed of Marriage Settlement, on December 30, 1931; (assignment recorded in mortgage Book 72, page 245; \$1500.00 to Miss Margaret Hunt Bell on December 12, 1931 (see Book 72, page 253); \$2,000.00 to Mrs. Ellen B. Egler and Mrs. Annie S. Baumann, executrices of the will of Miss Johanna Bornmeier, on December 12, 1931 (see Book 72, page 256); and \$6,500.00 to Mrs. Susan Co. Stators, as Trustee for Susanne Coker Bay, on the day of 1931; and said Southern Guaranty & Trust Co. still owns a share of the principal of said mortgage to the extent of one hundred dollars and a share in the interest heretofore accrued and hereafter to accrue on the entire mortgage.

Now, Know All Men By These Presents: That we, the said Th. J. Thackston and Emmie R. Thackston, individually and as Administrators of the Estate of Annie J. Doddlett and as Trustees under her will, for the purpose of avoiding or postponing a foreclosure of said mortgage and the loss which would occur by the forced sale of said premises in this period of acute depression, and in consideration of the sum of one dollar to each of us in hand paid by each of the mortgagees above named at and before the sealing and delivery hereof (the receipt whereof is hereby acknowledged) do hereby assign, set over and transfer all rents now and hereafter due on the building covered by said mortgage, but do not guarantee same to the mortgagees above named and do hereby authorize J. B. Aschetter & H. J. Thackston to collect said rents from time to time and to apply the net proceeds thereof as follows: (A) from all the rents of said building there shall be paid the premiums of adequate insurance thereon (which said mortgagees are hereby authorized to effect) now or hereafter due, all repairs and improvements thereon and all taxes now or hereafter due on said building and on the lot of land on which it is situated; (B) after paying all insurance, commissions, repairs and taxes on the entire property, the rent of the store now occupied by the Postal Telegraph Cable Company shall be applied to the interest on the above mentioned mortgage until all interest heretofore accrued shall be paid in full, and then to the interest hereafter accruing on said mortgage; and the rent from the store now occupied by Ashmore's Cleaning establishment and from the second story of said building of said building shall be paid to the said H. J. Thackston and Emmie R. Thackston, individually and as Trustees, provided that five-eighths of all future taxes, insurance and repairs shall be paid from the rent of the said