

State of South Carolina,  
County of Greenville.

A S S I G N M E N T

Know all men by these presents that Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration (the receipt whereof is hereby acknowledged) have sold, assigned and conveyed, and do hereby sell, assign and convey unto The Prudential Insurance Company of America, the following described lease, to-wit:

Lease entered into on the 26th day of September, 1935, by and between Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, as Landlords and Cabaniss-Gardner Company, a Corporation organized and existing under the laws of the State of New York, as Tenant. The term of said lease extending from December 15, 1935, and ending on December 14, 1940, providing for a monthly rental of Two hundred fifty and 00/100 Dollars (\$250.00), covering the store room on the East side of North Main Street, being number 230 North Main Street, said lease covering only the ground floor and sufficient basement space for a furnace and coal storage, which is more particularly described in said lease which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Deeds Vol. 181, at page 294.

Also all right, title and interest of the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, therein and thereto and in and to the rentals reserved therein.

To Have and to hold said lease together with all the rights and privileges therein and thereto, unto The Prudential Insurance Company of America, its successors and assigns, forever.

This assignment is made as additional security for the performance of the conditions of a certain note in the sum of Seventeen Thousand (\$17,000.00) Dollars, secured by a mortgage of even date herewith, upon the property of Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, situate in the block between East North and Oak Streets in the City of Greenville County of Greenville, State of South Carolina, on the east side of North Main Street, executed by the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy to The Prudential Insurance Company of America. For the terms and conditions of said note and mortgage and a more particular description of the land offered as security therein, reference is made to said mortgage, which is recorded in the R. M. C. Office for Greenville County, S. C., in Mortgage Book 219, at page 153.

The right is hereby reserved to the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy to collect the rentals from the premises herein above described as they may accrue under the terms of said lease, and enforce collection of same, and also enforce all other provisions of said lease so long as there is no default on the part of the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, in the payment of any installment of interest as provided in the mortgage herein above referred to, or in the payment of the principal therein described, and so long as there is no breach in any of the conditions or covenants of said note and mortgage.

It is further agreed that the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy shall not collect any of the rentals further in advance than as provided in said lease, and collection made by the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter, and Sue C. McKoy further in advance than as provided therein shall constitute a breach of covenant, and the mortgagee may proceed to execute the provisions of the said mortgage in the same 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 The Prudential Insurance Company of America, for the purpose of protecting its interest, 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 and pay over to the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy, all amounts realized by it from rents collected under said lease in excess of the indebtedness of the said Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter, and Sue C. McKoy to the said The Prudential Insurance Company of America, principal and interest, including such costs and expenses as the said The Prudential Insurance Company of America 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 Thomas S. Carpenter, Ruth Carpenter, Mrs. Annie W. Carpenter and Sue C. McKoy 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 Cabaniss-Gardner Company, without the written consent of The Prudential Insurance Company of America so long as it holds a mortgage on said premises.

(OVER)