

CONDITIONAL ASSIGNMENT OF RENTALS

Mortgage Loan No. 226748-A

THIS AGREEMENT, entered into this 31st day of December, 1938, Between Ladson A. Mills residing at Greenville, S. C., Party of the First Part (also hereinafter referred to as the OWNER), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, having its principal office at No. 763 Broad Street, Newark, New Jersey, Party of the Second Part, (also hereinafter referred to as the PRUDENTIAL),

WITNESSETH:

WHEREAS, the Party of the First Part is the present owner in fee simple of property briefly described as

That lot on the East side of Manly Street, fronting thereon 80 feet, and running back in parallel lines to a depth of 175 feet as shown by plat made by C. M. Furman, Jr., Engineer, September 24th, 1924, in the City of Greenville, County of Greenville, and State of South Carolina, and the Party of the Second Part is the owner and holder of a first mortgage covering the said premises, which said mortgage is in the original principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, made by Clinton C. Jones to The Prudential Insurance Company of America under date of December 15th, 1927, and recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 172 at page 62; and

WHEREAS, the Party of the Second Part, as a condition to extending the aforesaid mortgage loan, has required the execution of this assignment of the rentals of the mortgaged premises by the Party of the First Part;

NOW, THEREFORE, in order further to secure the payment of the indebtedness of the Owner to the Prudential, and in consideration of the extending of the loan represented by the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of One Dollar paid by the Prudential to the Owner, the receipt of which is hereby acknowledged, the said Owner does hereby sell, assign, transfer, and set over unto the Prudential all of the rents, issues and profits of the aforesaid, mortgaged premises, this assignment to become operative upon any default being made by the Owner under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performances of any of the covenants set forth in the aforesaid mortgage or the note secured thereby.

1. In furtherance of the foregoing assignment, the Owner hereby authorizes the Prudential, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of the Owner or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default; and to this end, the Owner further agrees that he or it will facilitate in all reasonable ways the Prudential's collection of said rents, and will, upon request by the Prudential, execute a written notice to each tenant directing the tenant to pay rent to the said Prudential.
2. The Owner also hereby authorizes the Prudential upon such entry, at its option, to take over and assume the management, operation and maintenance of the said mortgaged premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be deemed in connection therewith, in the same manner and to the same extent as the Owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases, or to make concessions to tenants; the Owner hereby releasing all claims against the Prudential arising out of such management, operation and maintenance, excepting the liability of the Prudential to account as hereinafter set forth.
3. The Prudential shall, after payment of all proper charges and expenses, including reasonable compensation to such Managing Agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents, and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the mortgaged premises by virtue of this assignment, to any amounts due and owing to it by the Owner under the terms of mortgage and the note secured thereby, but the manner of the application of such net income and what items shall be credited, shall be determined in the sole discretion of the Prudential. The Prudential shall not be accountable for more moneys that it actually receives from the mortgaged premises.
4. In the event, however, that the Owner shall reinstate the mortgage loan completely in good standing, having complied with all the terms, covenants, and conditions of the said mortgage and the note secured thereby, then the Prudential within one month after demand in writing shall re-deliver possession of the mortgaged premises to the Owner who shall remain in possession unless and until another default occurs, at which time the Prudential may at its option again take possession of the mortgaged premises under authority of this instrument.
5. The Owner hereby covenants and warrants to the Prudential that neither he nor it, nor any previous owner, has executed or pledged of the rentals of the mortgaged premises, nor any prior assignment