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of said premises in the same manner and to the same extent that George J. Scarr might reasonably so act. The South Carolina National Bank of Charleston, Greenville, S. C., shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the premises covered by said lease, to any amounts due The South Carolina National Bank of Charleston, Greenville, S. C., from George J. Scarr under the terms and provisions of the aforesaid note. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of The South Carolina National Bank of Charleston, Greenville, S. C.

George J. Scarr hereby covenants and warrants to The South Carolina National Bank of Charleston, Greenville, S. C., that he has not executed any prior assignment of the lease entered into on August 22, 1958, between George J. Scarr as Landlord and McDuffie-Parker Furniture Company as Tenant, or rentals, nor has George J. Scarr performed any acts or executed any other instrument which might prevent The South Carolina National Bank of Charleston, Greenville, S. C., from operating under any of the terms and conditions of this assignment, or which would limit The South Carolina National Bank of Charleston, Greenville, S. C., in such operation; and George J. Scarr further covenants and warrants to The South Carolina National Bank of Charleston, Greenville, S. C., that he has not executed or granted any modification whatever of said lease entered into August 22, 1958, between George J. Scarr as Landlord and McDuffie-Parker Furniture Company as Tenant, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease.

The said George J. Scarr warrants that he is the Lessee of the premises described herein under the terms of a lease agreement

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