

covenants or in the making of the payments provided for in said mortgage or note, the said Owner may receive, collect and enjoy the rents, issues and profits accruing to it under said lease; but it is covenanted and agreed by Owner, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, First Federal may, at its option, receive and collect all the said rents, issues and profits. The Owner, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby agrees to immediately furnish First Federal with the original or a certified copy of the above mentioned lease, and hereby authorizes and directs the above mentioned Tenant to pay to the First Federal at 320 Buncombe Street, Greenville, South Carolina, or to such other address as First Federal may direct in writing, all rentals accruing or to accrue under the terms of said lease agreement from and after notice to do so from First Federal. Owner further authorizes First Federal, at its option, to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and the operation and maintenance of said mortgaged premises, the Owner hereby authorizing First Federal in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the Owner might reasonably so act. First Federal 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 mortgaged premises, to any amounts due First Federal from the Owner under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of First Federal.

The Owner hereby covenants and warrants to First Federal that it has not executed any prior assignment of said lease or rentals, nor has the Owner performed any acts or executed any other instrument which might prevent First Federal from operating under any of the terms and conditions of this assignment, or which would limit First Federal in such operation; and Owner further covenants and warrants to First Federal that it has not executed or granted any modification whatsoever of said lease, unless indicated above, 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. Owner further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon the Lessor so as to prevent any termination of the lease because of a default by the Lessor.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns.

In Witness Whereof the Owner has executed this assignment on the 21st
day of January, 1964.

Witnesses

W. Salep
Mary M. Black

WADE HAMPTON SHOPPING CENTER, INC.

BY William Henderson

AND W. R. Gossfeld

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