

6. It is not the intention of the parties hereto that an entry by the Prudential upon the mortgaged premises under the terms of this instrument shall constitute the said Prudential a "mortgagee in possession" in contemplation of law, except at the option of the Prudential.

7. This assignment shall remain in full force and effect as long as the mortgage debt to the Prudential remains unpaid in whole or in part.

8. The provisions of this instrument shall be binding upon the Owner and his or its legal representatives, successors or assigns and upon the Prudential and its successors or assigns. The word "Owner" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "note" shall be construed to mean the instrument, whether note or bond, given to evidence the indebtedness held by the Prudential against the mortgaged premises; and the word "mortgage" shall be construed to mean the instrument securing the said indebtedness, owned and held by the Prudential, whether such instrument be mortgage, loan deed, trust deed, vendor's lien or otherwise.

In Witness Whereof, the parties of the first part hereto have executed this agreement in manner and form proper and sufficient in law.

Signed, sealed and delivered
in the presence of

Mae B. Patrick
Lois Evins

Alester G. Furman (Seal)
G. Furman Norris (Seal)
J. J. Doster (Seal)

State of South Carolina

County of Greenville

Personally appeared before me, Patrick C. Fant, a Notary Public for the State of South Carolina, Mae B. Patrick, who, being duly sworn, says that she saw Alester G. Furman, G. Furman Norris, and J. J. Doster, sign, seal and deliver the within Conditional Assignment of Rentals, and that she with Lois Evins witnessed the execution thereof.

Sworn to before me this
16th day of August, 1938.
Patrick C. Fant (L.S.)
Notary Public for South Carolina

Mae B. Patrick

10195

Recorded - September 1, 1938 at 10:53 A.M.