

STATE OF SOUTH CAROLINA )  
 ) MORIGAGE ASSIGNMENT  
COUNTY OF GREENVILLE )

FOR VALUE RECEIVED, MILFORD D. KELLY and PEGGY W. KELLY, do hereby assign, transfer and set over and convey that certain promissory note dated August 20, 1982 in the original amount of \$29,750.00, and that certain Purchase Money Mortgage which secures same, executed by Ludwig S. Snyder and Judith A. Snyder and recorded in the RMC Office for Greenville County in Mortgage Book 1578, at page 392, under the following terms and conditions, to-wit:

1. The undersigned, Milford D. Kelly and Peggy W. Kelly, do assign the aforesaid obligation to (Paul H. Bentley and W. B. McWhite,) their heirs and assigns, to the extent of \$12,000.00, plus accrued interest, and any costs, expenses or attorney's fees as applicable, as security for that certain promissory note owed by the undersigned, dated August 20, 1982, reference to which note is hereby craved and the terms and conditions of which are incorporated herein by reference. This Assignment shall be with recourse (i.e., it is intended that the assignors shall remain personally liable to the assignees herein under the aforesaid promissory note). It is understood and agreed that the monthly installments from Ludwig S. and Judith A. Snyder shall be paid directly to Paul H. Bentley and W. B. McWhite, until such time as the \$12,000.00 promissory note executed by the assignors is paid in full, including all principal, accrued interest, costs and expenses. The said Paul H. Bentley and W. B. McWhite shall hold the original note and mortgage from Snyder to Kelly and shall be considered the legal owners thereof under this assignment with all of the rights and privileges incidental thereto so long as the obligation from Kelly to Bentley and McWhite is outstanding.

2. At such time as the aforesaid obligation from Kelly to Bentley and McWhite is paid in full, the promissory note and real estate mortgage from Snyder to Kelly shall automatically upon said event be transferred, assigned and set over unto Jack R. Porter and Betty B. Porter as security for that certain obligation owing to Porter in the original amount of \$100,000.00 as shown by the real estate mortgage recorded in Mortgage Book 1567, at page 510. It is agreed that the consideration for the Secondary Assignment to Porter is based upon Porter releasing the 22 acre tract, which is this date being conveyed by Kelly to Snyder, from the lien of said mortgage recorded in Mortgage Book 1567, page 510, RMC Office for Greenville County. This assignment shall be with recourse (i.e., it is intended that the assignors shall remain personally liable to the assignees herein under the aforesaid promissory note). It is understood and agreed that the monthly installments from Snyder shall be paid directly to Jack R. Porter and Betty B. Porter at the time the first assignment of payments to Bentley & McWhite are paid in full. The said Jack R. Porter and Betty B. Porter shall hold the original note and mortgage from Snyder to Kelly and shall be considered the legal owners thereof under this assignment with all of the rights and privileges incidental thereto so long as the obligation from Kelly to Porter is outstanding.

3. It is the intention of all parties hereto that this Assignment shall at all times be subject to all provisions of the original underlying obligation from Snyder to Kelly regarding payments, default, pre-payment privileges or otherwise.

4. It is acknowledged that this Assignment shall be recorded simultaneously with the mortgage from Snyder to Kelly and shall be effective

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