TITLE TO REAL ESTATE

The term of this assignment shall be until the certain note and deed of trust or mortgage, (or any extension or renewal thereof) dated February 20, 1945, made, executed and delivered by Conger Realty Company to JEFFERSON STANDARD LIFE INSURANCE COMPANY, covering the above described premises for the sum of Six Hundred Thousand and no/100 (\$600,000.00) Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which times this assignment is to be fully satisfied, cancelled and released, and the releasing of said deed of trust or mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and deed of trust or mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the undersigned party of the first part, assignor, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part, assignor, and his successors or assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of JEFFERSON STANDARD LIFE INSURANCE COMPANY to such alteration, modification or amendment.

Nothing herein contained shall be construed as making the, Jefferson Standard Life Insurance Company, or its successors and assigns, a mortgagee in possession, nor shall said Company, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Company is to account only for such sums as are actually collected.

IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the deed of trust or mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed in its name by its President and its corporate seal to be hereto affixed and attested by its Secretary this the day and year first above written.

Attest:

R. G. Conger

Secretary.

Signed, sealed and delivered in the presence of:

F. A. McCleneghan

C. A. Cochran Witness Witness

ON AND

BY: B. S. HORTON

PRESIDENT.

48782 PROVENCE-JURNAND CO.-GREENVILLE

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG.

SS

(Acknowledgement in form generally used in State where this instrument is executed).

Personally appeared before me F. A. McCleneghan, who, on oath, says that he saw the within named Conger Realty Company by B. S. Horton, its President, sign the within assignment, and R. G. Conger, its Secretary, attest the same, and the said Corporation, by said officers, seal said assignment, and, as its act and deed, deliver the same, and that he with C. A. Cochran witnessed the execution thereof.

Sworn to before me this the 22nd day of February, 1945.

Betty W. Widener

Notary Public.

My commission expires: October 8, 1946.

SEAV.

F. A. McCeneghan. (Witness)

No Stamps.

Recorded March 9th, 1945 at 2:45 P.M. #2797 BY: E.G.