as it may actually collect.

For the purposes of this assignment, the determination of whether or not there has been any default under, or any violation of, the terms and provisions of the aforesaid note and mortgage shall be solely within the discretion of the said Association and shall not be contestable by the undersigned or by any

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, rights and benefits hereunder shall be construed as a waiver by the said Association of its rights to enforce payment of the debt hereinabove mentioned in strict accordance with the terms and provisions of the note and mortgage above mentioned for which this assignment is given as additional security.

This assignment of rents and leases shall be binding upon the undersigned and the undersigned's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the said Association, its successors and assigns. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand and seal of the undersigned this 28th day of , 1971 .

Signed, Sealed and Delivered the Presence of:

July

(SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG :

Personally appeared before me John J. Martin, Jr. and made oath that he saw the within named James D. Miller and M. L. Garrett, seal and as their act and deed deliver the within written assignment and sign, that he, with John Easterling, Jr. , witnessed the execution thereof.

Sworn to before me this 28th ' day of July 1971.

lina

والمدعد عديدانية

My commission expires! 10-3-79

Assignment of Rents & Leases August 2nd, 1971 at 3:51 P. M. #3333

ē