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GREENVILLE CO. S. C. C. 22 3 OF PURS. ELIZABETH RIDDLE R.M.C.

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## ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made this 22nd day of November 1972, by THE SEVILLE APARTMENTS OF GREENVILLE, S.C., a South Carolina General Partnership consisting of HERBERT J. WRIGHT and GERALD C. WALLACE, JR., having an address at Route 4, Box 233, Piedmont, South Carolina ("Assignor"), and THE PEOPLES NATIONAL BANK a corporation,

("Assignee").

## Recital

Assignor is the Owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, and has executed a certain mortgage or deed of trust (the "Mortgage") to Assignee of even date herewith, encumbering said real estate and certain other real and personal property as is more fully described in the Mortgage (the "Mortgaged Property") in the principal sum of Three Million Three Hundred Thousand and 00/100 Dollars (\$3,300,000.) and intended to be forthwith recorded in the office for the recording of deeds in and for the county in which the Mortgaged Property is located, the terms of which Mortgage are incorporated herein by reference.

## Obligations Secured

NOW, THEREFORE, for the purpose of securing:

- Payment of the indebtedness evidenced by a certain
  Note of even date herewith secured by the Mortgage (the "Note"),
- .2. Payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Mortgage, or any sums secured by said instruments, and
- 3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from the Note or the Mortgage.

## Assignment Clause

Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over to Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Mortgaged Property, including but not limited to all right, title and interest of Assignor in and to any and all leases of portions of the Mortgaged Property and any leases which may

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