FILED GREENVILLE CO. S. C.

## JUL 13 12 07 PM 1967

OLLIE FA CASWORTH R M.O.

MARK 1063 PARE 231

STATE OF SOUTH CAROLINA )

ASSIGNMENT
COUNTY OF GREENVILLE )

FOR VALUE RECEIVED, THE PEOPLES NATIONAL BANK OF GREENVILLE, a banking institution with its principal place of business in Greenville, South Carolina, by and through its duly authorized officers hereinafter named, does hereby transfer, set over, assign and convey unto NEW YORK LIFE INSURANCE COMPANY, its successors and assigns, all of its right, title and interest in and to that certain mortgage executed by Southern Development Corporation of Greenville in the face amount of \$1,200,000.00 dated September 23, 1966 and recorded September 23, 1966 in Mortgage Book 1041 at page 257 in the R. M. C. Office for Greenville County, South Carolina, together with the real property therein described and the note thereby secured, without recourse, and does hereby authorize and empower the said NEW YORK LIFE INSURANCE COMPANY, its successors and assigns, to exercise all the rights, powers and privileges conferred by said mortgage and note upon The Peoples National Bank of Greenville, South Carolina in as full and ample a manner as the undersigned is authorized and empowered to exercise the same.

The undersigned hereby certifies to, and covenants with, said NEW YORK LIFE INSURANCE COMPANY, that the undersigned has disbursed to Southern Development Corporation of Greenville under said note and mortgage the sum of \$791,917.03 and that the amount now due upon said note secured by said security instrument is the sum of \$791,917.03 principal, together with interest thereon at the rate of six and three-eighths per cent (6 3/8%) per annum from the 13th day of July , 1967.

The undersigned further covenants that it is the legal and equitable owner of said note and mortgage, with full power to sell and assign the same; that there exists no default under any of the terms and provisions of the same; that it has executed no prior assignment or pledge thereof and has executed no release, discharge, satisfaction or cancellation of said mortgage; that it has executed no release of any portion of the security described in said mortgage, and that it has executed no instrument of any kind affecting the mortgage, or the note or the liability of the maker thereof.

IN WITNESS WHEREOF, the undersigned assignor has caused this instrument to be executed by <u>James L. Hoyt</u>