

charges, public rates or assessments, The Citizens and Southern National Bank of South Carolina shall have the right to pay same (and any sums so paid shall stand secured by this assignment and bear interest from the date of payment until repaid at the rate of 6% per cent per annum), and reimburse itself for the same under the notes and lease assignments; and The Citizens and Southern National Bank of South Carolina may likewise, in case of such default, declare the entire debt due and payable.

And in case of default in the payment of said debt or interest thereon, and likewise in case of default in any of the agreements hereinabove set forth, SHOPS, INC. hereby assigns the rents and profits of the above described premises to The Citizens and Southern National Bank of South Carolina, and agrees that any judge of the Circuit Court of said State may at Chambers, or otherwise, appoint a receiver with authority to take possession of said premises and collect the rents and profits, and after paying costs of collection, apply the proceeds to the payment of said debt, interest, costs, and expenses, without liability, however, to account for anything more than the rents and profits actually collected.

This assignment is made upon the express condition that if SHOPS, INC. shall pay or cause to be paid to the said The Citizens and Southern National Bank of South Carolina, its successors or assigns, the aforesaid obligation of SHOPS, INC. as the same shall become due, then this assignment shall be void and of no effect.

In case the said The Citizens and Southern National Bank of South Carolina, its successors or assigns, shall collect the monies due under said leases hereby assigned, it shall after retaining the full amount of the aforesaid indebtedness, and any rental payments made or other costs of maintaining said lease agreements and the reasonable costs of collection, pay the surplus, if any, to SHOPS, INC.

IN WITNESS WHEREOF, SHOPS, INC., by its duly authorized officers, has caused this Assignment to be executed this 29th day of September, 1959.

WITNESSES:

Evelyn Hooper  
By C. C. Cope

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SHOPS, INC. (SEAL)

By

C. W. G. [Signature]  
President

J. Stanley Davis  
Treasurer