lease is now in full force and effect, that there are no defaults thereunder and that all prior assignments thereof and any prior lease of said premises have been released or cancelled.

- 3. Nothing herein contained shall be construed to bind the Assignee to the performance of any of the covenants, conditions or provisions contained in the said lease or otherwise to impose any obligation on the Assignee (including, without limitation, any liability under the covenant of quiet enjoyment contained in the said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the said premises), except that the Assignee shall be accountable for any money actually received pursuant to this Assignment.
- 4. This assignment may not be chanted or terminated orally. IN WITNESS WHEREOF, the Assignor has set his hand and seal on this the 3 day of May, 1968.

In the presence of:

men

STATE OF SOUTH CAROLINA

County of **GREENVILLE**

PERSONALLY appeared before me Nancy O. Collins and made oath that she saw the within named HARRY W. SMITH sign, seal and as his act and deed deliver the within written Assignment of Lease, and that she with Patrick C. Fant _ witnessed the execution thereof.

SWORN to before me this 3. day of May A.D., 1968

Patrik

Notary Public for South Carolina My Commission expires Jan.1, 1970.)

Recorded May 8, 1968 At 12:22 P.M. # 28896