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GREENVILLE CO. S.C.

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STATE OF SOUTH CAROLINA DENNIS S. TINKERSLEY
COUNTY OF GREENVILLE R.M.C.

ASSIGNMENT OF RENTS AND PROFITS

This agreement, made this 30th day of November, 1973, by and between PALMETTO PROPERTIES, party of the first part, and THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, party of the second part.

WITNESSETH: For value received and as additional security for the loan hereinafter mentioned, the party of the first part, hereby sells, transfers and assigns unto the party of the second part, its successors and assigns, all the right, title and interest of the party of the first part in and to the rents, issues, profits, revenues, royalties, rights and benefits from the following described property:

ALL that certain piece, parcel or lot of land, situate, lying and being on the southwesterly side of Interstate 385 at the intersection of Congaree Road and Pate Drive containing 1.91 acres as shown on plat of property of Palmetto Properties, prepared by Tri-State Surveyors dated October 31, 1973, and having, according to said plat, the following metes and bounds:

BEGINNING at a nail in the center of the intersection of Pate Drive and Congaree Road and running thence with the center line on Congaree Road N. 33-07 W. 325.2 feet to a nail; thence N. 57-12 E. 242.2 feet to an iron pin along the southwesterly edge of the right of way of Interstate 385; thence with the southwesterly edge of the right of way of said Highway S. 44-30 E. 281.3 feet to an iron pin in the center line of Pate Drive; thence with the center line of Pate Drive S. 44-20 W. 172.0 feet to an iron pin; thence continuing with the center line of Pate Drive S. 52-00 W. 130.0 feet to a nail, the point of beginning.

And to that end the party of the first part hereby assigns and sets over unto the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, including specifically, without limited the generality hereof, the following leases:

Lease Agreement between Palmetto Properties and
Caper House, Inc., dated November 30, 1973,
recorded in the Office of the R.M.C. for Green-
ville County in Deed Book 776, at Page 206.

It is understood and agreed that the party of the second part shall not exercise any of its rights under this assignment of rents unless and until there has been a default in the payment of the indebtedness secured by the deed of trust hereinafter mentioned, or default in the payment of any other sums secured by said deed of trust.

It is understood and agreed that the party of the first part shall not have the right to collect any installment or installments of rent in advance of the date prescribed in said lease or leases for the payment thereof.

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