

REV 10/10 100 000

STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF LEASES, RENTS
COUNTY OF GREENVILLE) AND PROFITS

THIS ASSIGNMENT Made this 20 day of November 1974, by and between EWING-HUNGIVILLE REALTY AND CONSTRUCTION, INC., party of the first part (hereinafter called ASSIGNOR) to THE SOUTH CAROLINA NATIONAL BANK with the address for its principal place of business being in Columbia, South Carolina, party of the second part (hereinafter called ASSIGNEE).

W I T N E S S E T H :

For value received and as additional security for the loan hereinafter mentioned, the party of the first part hereby sells, transfers and assigns unto Assignee, 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:

(SEE ATTACHED SCHEDULE "A")

And to that end the party of the first part hereby assigns and sets over unto the said Assignee, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made as said leases may have been, or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income and profits due and becoming due thereon, including specifically without limiting the generality hereof, the following leases:

All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing, or hereafter created, reserving to Assignor, however, so long as Assignor is not in default hereunder, the right to receive and retain such rents, issues and profits.

And the party of the first part does hereby authorize and empower the said Assignee to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents, as may now be due or shall hereafter become due to the said Assignee, upon demand for payment thereof by said Assignee. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the mortgage herein mentioned, or default in the payment of any other sums secured by said mortgage, or default in meeting the terms and conditions appearing in said mortgage, or offer the filing a Petition as against the party of the first part in receivership, bankruptcy or proceeding in arrangement, whether it be voluntary or involuntary, or upon adjudication of the party of the first part in receivership, bankruptcy or proceeding in arrangement; and until such demand is made, the party of the first part is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid by the party of the first part shall not operate to permit the collection by the party of the first part, its successors or assigns, of any installment

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