

It is further covenanted and agreed by the party of the first part that no prior assignment of said leases or rentals has been executed, nor have any acts been performed or instrument executed which might prevent or limit the party of the second part from operating under any of the terms of this assignment; that there has not been any modification whatever of said lease or leases, either orally or in writing, and that said lease or leases are in full force and effect according to its or their original terms, and that there are no defaults now existing under the said lease or leases.

Nothing herein contained shall be construed as making the Durham Life Insurance Company, or its successors and assigns, a mortgagee in possession, nor shall said Company, or its successors and assigns, be liable for laches, or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits, and it is understood that said Company is to account only for such sums as are actually collected.


IT IS UNDERSTOOD AND AGREED that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, royalties, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note and mortgage for which this assignment is given as additional security.

The singular number as used herein shall include the plural. Wherever there is a reference in the covenants and agreements herein contained to any of the parties hereto the same shall be construed to mean as well the heirs, representatives, successors and assigns of the same.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal the day and year first above written.

WITNESS:

Linda A. Barnes
Linda B. Hill


Thomas E. Avent (SEAL)

STATE OF ^{North} SOUTH CAROLINA,
~~GREENVILLE~~ ^{Robeson} COUNTY

Personally appeared before me Linda A. Barnes and made oath that she saw the within-named Thomas E. Avent sign, seal, and, as his act and deed, deliver the within-written Assignment of Lease; and that she with Linda B. Hill witnessed the execution thereof.
Sworn to before me this

30th day of August, 1979

Linda A. Barnes

Linda B. Hill (L. S.)
Notary Public for South Carolina

STATE OF ^{North} SOUTH CAROLINA
~~Robeson~~ COUNTY

RENUNCIATION OF DOWER

Linda B. Hill, do hereby certify unto all whom it may concern, that Mrs. Barbara M. Avent the wife of the within-named Thomas E. Avent did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named Durham Life Insurance Company, Raleigh, North Carolina, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this

30th day of August, 1979

Barbara M. Avent

Linda B. Hill (L. S.)
Notary Public for South Carolina

RECORDED AUG 31 1979
at 2:47 P.M.