

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

A-S-S-I-G-N-M-E-N-T.

KNOW ALL MEN BY THESE PRESENTS, that A. F. McKissick, of Greenville, South Carolina, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, has sold, assigned and conveyed, and does hereby sell, assign, and convey unto Metropolitan Life Insurance Company, the following described lease, to-wit:

Lease entered into on the 27th day of July 1926, by and between A. F. McKissick and Farmers Loan and Trust Company, a corporation, the term of said lease extending from October 1, 1929 to September 30, 1934, at a monthly rental of Three Hundred (\$300.00) Dollars, and renewal of said lease entered into November 23rd, 1926, extending the lease from October 1, 1934 to September 30, 1937, at a monthly rental of Three Hundred Fifty (\$350.00) Dollars, covering the building situate upon the land described in the mortgage of A. F. McKissick of South Carolina Security Company and assigned to Metropolitan Life Insurance Company.

And all right, title and interest of A. F. McKissick therein and thereto, and in and to, the rental reserved therein.

TO HAVE AND TO HOLD said lease, together with all the rights and privileges therein and thereto, unto Metropolitan Life Insurance Company, its successors and assigns forever.

This assignment is made as additional security for the performance of the conditions of a certain note in the sum of Twenty-five Thousand (\$25,000.00) Dollars, secured by a mortgage of even date herewith, upon the property of A. F. McKissick, situate in the City of Greenville, County of Greenville, State of South Carolina, on the East side of South Main St., being a distance of 64.85 feet in a southerly direction from the Southeast corner of the inter-section of South Main St. and Washington St., executed by the said A. F. McKissick to the South Carolina Security Company and by the South Carolina Security Company, assigned to Metropolitan Life Insurance Company. For the terms and conditions of said note and mortgage, and a more particular description of the land offered as security therein, reference is made to said note and mortgage, which is recorded in the R. M. O. Office for Greenville County, in Mortgage Book 209, at Page 46 and assigned to Metropolitan Life Insurance Company, December 17th, 1929.

The right is hereby reserved and granted to the said A. F. McKissick to collect the rentals for the premises hereinabove described, as they may accrue under the said lease and enforce collection of same and also enforce all other provisions of said lease so long as there is no default on the part of the said A. F. McKissick in the payment of any interest or installment as provided in the mortgage hereinabove referred to, or in the payment of the principal therein described, and so long as there is no breach in any of the conditions or covenants of said note or mortgage.

It is further agreed that the said A. F. McKissick shall not collect any of the rentals further in advance than One (1) monthly installment, and any collection made by the said A. F. McKissick further in advance, shall constitute a breach of covenant and the mortga-

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gee may proceed to execute the provisions of the said mortgage in the same manner as provided herein, in case of default in payment of the note described in the said mortgage, or a breach of the covenants contained therein.

It is further declared and provided that in case it should be necessary for Metropolitan Life Insurance Company, for the purpose of protecting its interest, to assert its rights as Assignee of said lease, and to enforce payment of the indebtedness existing under said note and mortgage, or any part thereof, from the Leasehold interest hereby assigned, it will account for and pay over to the said A. F. McKissick, all amounts realized by it from rents collected upon said lease in excess of said A. F. McKissick's indebtedness to the said Metropolitan Life Insurance Company, principal and interest, including such costs and expenses as the said Metropolitan Life Insurance Company may be obliged to incur in thus enforcing its rights as Assignee of the said lease.

Upon the full performance of the conditions and obligations of said note and mortgage, this Assignment shall be void and of no effect, and thereupon, in that event, said Metropolitan Life Insurance Company will re-assign to the said A. F. McKissick, all of its interest, right and title in and to said lease now acquired under and by virtue of this Assignment.

IN WITNESS WHEREOF, the said A. F. McKissick has hereunto set his hand and seal this 14th day of January, in the year of our Lord One Thousand, nine hundred and thirty, and in the one hundred and fifty-fourth year of the Independence of the United States of America.

In the presence of:

J. L. Newman

A. F. MCKISSICK (LS)

Lula Cleland.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE.

PERSONALLY, appeared before me Lula Cleland and made oath that she saw the within named A. F. McKissick, sign, seal and as his act and deed deliver the foregoing Assignment and Agreement, and that she with J. L. Newman witnessed the execution thereof.

SWORN to and subscribed before me this 14th day of January A. D. 1930.

J. L. Newman (LS)
Notary Public for South Carolina.



Lula Cleland .

Recorded this the 15th day of January 1930 At 10:35 A. M.

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