

TITLE TO REAL ESTATE

cancelled and released, and the releasing of said deed of trust or mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and deed of trust or mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection if any, shall be applied on account of taxes on said real estate, insurance premiums and delinquencies of principal and interest hereunder.

It is expressly covenanted and agreed by the undersigned party of the first part, assignor, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying the above described property or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part, assignor, and his successors or assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any of the leases above described in any particular whatsoever without first obtaining the consent in writing of JEFFERSON STANDARD LIFE INSURANCE COMPANY to such alteration modification or amendment.

Nothing herein contained shall be construed as making the JEFFERSON STANDARD 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, 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, rights and benefits hereunder, shall be construed as a waiver by the party of the second part, or its successors and assigns, the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the deed of trust or mortgage and note for which this assignment is given as additional security.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this the day and year first above written.

Witness:

Thos. J. McNeil
R. H. Edney
As to L. B. Jackson

Jackson Miami Company (Seal)
By L. B. Jackson,
Pres.



W. C. Price
Daisy H. Gailbreath
As to T. E. Price.

T. E. Price, (Seal)
Secretary

STATE OF FLORIDA,
COUNTY OF DADE.

(Acknowledgement in form generally used in State where this instrument is executed).

PERSONALLY appeared before me W. C. Price, who being duly sworn, says that he saw the within named T. E. Price, as Secretary of Jackson Miami Company, sign, seal with its corporate seal and as the act and deed of said Corporation, execute the foregoing Assignment, and that he with Daisy H. Gailbreath witnessed the execution thereof.

Sworn to before me this 19th day of September, 1940.

Daisy H. Gailbreath (LS)
Notary Public State of Florida at Large.
My Commission expires April 20, 1941.



W. C. Price

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE) SS

PERSONALLY appeared before me R. H. Edney, who, being duly sworn, says that he saw L. B. Jackson as President, of Jackson Miami Company, a corporation, sign, seal and as the act and deed of said corporation, execute the foregoing Assignment, and that he with Thos. J. McNeil witnessed the execution thereof.

Sworn to before me this 19 day of September, 1940.

Lila G. King (LS)
Notary Public for Buncombe County, North Carolina
My commission expires Nov. 11. 1941.



R. H. Edney