

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

## ASSIGNMENT OF LEASE.

WHEREAS, I, Mae Wood Robison, of the City of Greer, State of South Carolina, am the present owner in fee simple of the property situate at the northwest corner of the intersection of Randall and Depot Streets in the City of Greer, fronting 100 feet on the west side of Depot Street and running back along the north side of Randall Street a distance of 94 feet, 6 inches, and

WHEREAS, Southeastern Life Insurance Company, a corporation of the State of South Carolina, having its principal office in the City of Greenville, S. C., is about to become the owner and holder of a first mortgage executed by me covering the said property, which mortgage secures a note in the principal sum of Seven Thousand and no/100 (\$7,000.00) Dollars; and

WHEREAS, A portion of said mortgaged premises have been demised and leased to R. P. Wall, A. D. Wall and S. A. Wall under lease entered into under date of March 16, 1940, of record in the R. M. C. Office for Greenville County, S. C., in Deeds Volume 229, Page 213, and the remaining portion of said premises rented by said owner to tenants from month to month under parol agreements; and

WHEREAS, Southeastern Life Insurance Company, as a condition to making the aforesaid mortgage loan has required an assignment of the said lease and an assignment of all the rentals accruing from the property covered by said mortgage as additional security for said mortgage loan,

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Southeastern Life Insurance Company to Mae Wood Robison (the receipt whereof is hereby acknowledged) I, the said Mae Wood Robison, hereby assign, transfer and set over unto Southeastern Life Insurance Company the said lease to R. P. Wall, A. D. Wall and S. A. Wall and also all rents and profits accruing from the said mortgaged premises as additional security; and for the consideration aforesaid, I, Mae Wood Robison, hereby covenant and agree to and with Southeastern Life Insurance Company, that I will not, without the written consent of the Southeastern,

- (a) Cancel said lease;
- (b) Accept a surrender thereof;
- (c) Reduce the rents;
- (d) Modify the said lease or rental agreements, either orally or in writing;
- (e) Grant any concession in connection with said lease or rental agreements, either orally or in writing;
- (f) Consent to an assignment of the Lessee's interest in said lease, or to a sub-letting, except as provided in said lease.

Southeastern Life Insurance Company, by accepting this assignment, covenants and agrees to and with Mae Wood Robison that, until a default shall occur by the said Mae Wood Robison, her heirs and assigns, in the performance of the covenants or in the making of the payments provided in said mortgage and note, the said Mae Wood Robison may receive, collect and enjoy the rents, issues and profits accruing to her under said lease and rental agreements covering any portion of the mortgaged premises; but it is covenanted and agreed by Mae Wood Robison, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in said mortgage and note, Southeastern Life Insurance Company may, at its option, receive and collect all the said rents, issues and profits. Mae Wood Robison, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid security instrument, hereby authorizes Southeastern Life Insurance Company at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, Mae Wood Robison hereby authorizing the Southeastern Life Insurance Company in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that she might reasonably so act. The Southeastern Life Insurance Company shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due the Southeastern Life Insurance Company by Mae Wood Robison under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and as to the items which shall be credited shall be within the sole discretion of the Southeastern Life Insurance Company.

Mae Wood Robison hereby covenants and warrants to the Southeastern Life Insurance Company that she has not executed any prior assignment of said lease or rentals, nor has she performed any acts or executed any other instrument which might prevent the Southeastern Life Insurance Company from operating under any of the terms and conditions of this assignment, or which would limit the Southeastern Life Insurance Company in such operation; and Mae Wood Robison further covenants and warrants to the Southeastern Life Insurance Company that she has not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults