

FILED
GREENVILLE CO. S. C.

JAN 15 3 30 PM 1962

ASSIGNMENT OF LEASE AND RENTS

OLLIE T. NORTH

WHEREAS, under date of November 18, 1960 HARRY N. FORMAN and ROSE C. FORMAN, husband and wife, hereinafter referred to as "Assignors", executed and delivered to First Wisconsin National Bank of Milwaukee, a national banking association, organized and existing under the laws of the United States of America, having its office and post office address at Milwaukee, Wisconsin, a Promissory Note for the principal sum of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), payable in installments as therein provided and with interest as therein expressed, and a Mortgage covering certain premises situated in the County of Greenville, State of South Carolina, described as all that piece, parcel or tract of land, containing in the aggregate, 1.88 acres, more or less, situate, lying and being on the Westerly side of North Hudson Street between Asbury Avenue (formerly John Street) and West Washington Street in the City of Greenville, County of Greenville, State of South Carolina, according to a plat prepared by Piedmont Engineering Service, dated October, 1960, entitled "Survey for Harry N. Forman and Rose C. Forman," and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book UU at page 109, together with the buildings and improvements thereon, the premises being more particularly described by metes and bounds in that certain Mortgage which was filed for record November 18, 1960 and recorded in Book 842, page 275 RMC Office for Greenville County, South Carolina; and

WHEREAS, BANKERS LIFE COMPANY, a corporation organized and existing under the laws of the State of Iowa, with its principal place of business at Des Moines, Iowa, hereinafter referred to as the "Assignee", has acquired the aforesaid Note by endorsement and transfer from First Wisconsin National Bank of Milwaukee and has acquired the aforesaid mortgage by an assignment thereof and is presently the owner and holder of the loan evidenced and secured by said Note and Mortgage; and

WHEREAS, the Assignors have entered into a certain written lease with the United States of America, hereinafter referred to as the "Government", acting through the Postmaster General of the United States of America, dated the 1st day of December, 1961, leasing and demising the property described in the Mortgage aforesaid for postal purposes; and

WHEREAS, the Assignee has required, as a condition for its acquisition of the above described Note and Mortgage and the loan evidenced thereby, an assignment to it of the aforesaid lease and all rentals and income from said premises;

NOW, THEREFORE, for and in consideration of the Assignee's acquisition of said loan and of the sum of One Dollar to them in hand paid, receipt of which is hereby acknowledged, Assignors, for themselves, their successors and assigns, do hereby sell, assign and transfer unto Assignee, as additional and collateral security for the repayment of the above described loan and any extension or renewal thereof, said lease with the Government, as hereinabove referred to, and all extensions or renewals thereof and all rents, profits and income arising from said premises which may hereafter become due under or by virtue of said lease, it being the intention hereby to establish an absolute transfer and assignment of said lease and all the avails thereunder unto Assignee along with the right, but without the obligation, to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter or which may hereafter become due under said lease; and Assignors do hereby designate, constitute and appoint Assignee, its successors and assigns, with full power of substitution, their true and lawful attorney with power for them and in their name, place and stead or in the name of Assignors to ask, demand, collect, receive, receipt and give acquittances for any and all rents and amounts which

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