

pledge or anticipate in any way rents or other payments which are or may be or become due under the said lease further in advance than the then matured due and current monthly installments of rent or other payments. The Assignor further represents hereby that said lease is now in full force and effect, that there are no defaults thereunder and that all prior assignments thereof and any prior lease of said premises have been released or cancelled.

3. Nothing herein contained shall be construed to bind the Assignee to the performance of any of the covenants, conditions or provisions contained in the said lease or otherwise to impose any obligation on the Assignee (including, without limitation, any liability under the covenant of quiet enjoyment contained in the said lease in the event that the tenant shall have been joined as party defendant in any action to foreclose and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the said premises), except that the Assignee shall be accountable for any money actually received pursuant to this Assignment.

4. This assignment may not be changed or terminated orally.

IN WITNESS WHEREOF, the Assignor has caused its corporate seal to be hereunto affixed and this instrument to be executed by its duly authorized officers this 20th day of December, 1962.

In the presence of:

Jean C. Burgess  
R. C. Dant

PLEASANTBURG WAREHOUSE COMPANY

BY: W. W. Fato  
President  
and: William H. Fato  
Secretary