

agreement, agrees with Scarr that until a default shall occur by Scarr in the payment of the note, which this assignment secures, Scarr may receive, collect and enjoy the rents, issues and profits accruing to him under said lease. However, should there be a default on the part of Scarr in the performance of any of the conditions of Scarr's obligation to the Bank, the Bank may, at its option, make demand for and receive and collect all of the said rents, issues and profits arising out of said lease in favor of Scarr.

Scarr irrevocably consents that the tenant under said lease, upon demand and notice from the Bank of Scarr's default of said obligation, shall pay the rents, issues and profits under said lease to the Bank without liability to the tenant for the determination of the actual existence of any default claim by the Bank.

Scarr covenants and warrants to the Bank that he has not executed any prior assignment of said lease or rentals, nor has Scarr performed any acts or executed any other instruments which might prevent the Bank from realizing the benefits of this assignment.

Scarr hereby assigns any portion of an award payable by reason of condemnation action under the right of eminent domain and directs that such award shall be paid direct to the Bank.

Upon payment in full of the entire indebtedness of Scarr to the Bank, this assignment shall be void and of no effect.

The undersigned does hereby bind himself, his heirs, executors, administrators and assigns to this agreement.

IN WITNESS WHEREOF, Scarr has executed this assignment this 3rd day of June, 1965.

In the Presence of:

Carl Lewis [Signature] (LS)
Meta H. Stowe

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me Carl Lewis and made oath that he saw the within named S. J. Scarr sign, seal and as to her their act and deed, deliver the within instrument, and that he with Meta H. Stowe witnessed the execution thereof.

Sworn to before me, this 17th day of June A.D., 1965
Carl Lewis
Evelyn Boddard (SAL)
Notary Public, S. C.

Recorded June 17th., 1965 At 3:26 P.M. # 35382