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Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that whereas Andrew R. Jensen, Paul T. Peck and James N. Wilson,

of Colony House Apartments, Apt. 101, 4 Glenwood Road, Greenville, S. C.

(Insert post office address of the undersigned)

hereinafter called the undersigned, which word shall bind the undersigned, my heirs, executors, administrators, successors and assigns, is the owner of the premises, which word shall be construed as including the premises known as Colony House Apartments, 4 Glenwood Road, Greenville, S. C.

(Insert post office address of the mortgaged property)

conveyed by and more particularly described in that certain mortgage, trust deed, deed of trust or loan deed, hereinafter called the mortgage, executed by Andrew R. Jensen, Paul T. Peck and James N. Wilson,

dated January 20, 1966 and recorded in

Mortgage Book 1020, page 197 of the real estate records of Greenville County,

(Book and Page of record or other record data)

State of South Carolina, which said mortgage, together with the note or bond and the debt secured thereby, is owned and held by John Hancock Mutual Life Insurance Company, a Massachusetts corporation, having its Home Office at 200 Berkeley Street, Boston, Suffolk County, Massachusetts, hereinafter called the mortgagee, which word shall be construed as including the mortgagee, its successors and assigns; and

Whereas the undersigned is desirous of further securing the mortgagee in the indebtedness now due and to become due to the mortgagee secured by the mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained and as further and additional security to the mortgagee, the undersigned does hereby presently sell, assign, transfer, set over and grant to the mortgagee during the life of these presents and also during any proceedings brought to enforce the mortgage:

1. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises in or to which the undersigned has any right, title or interest.
2. The right to the use and possession of the premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises and/or furniture which may have been heretofore or may be hereafter made or agreed to between the undersigned or any other owner of the premises and/or furniture and any tenant or occupant of any part of the premises and/or furniture, or which may be made or agreed to by the mortgagee under the power herein granted.
3. Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the premises and/or furniture, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the premises for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the premises, all hereinafter called damages, and (c) abatement, rebate, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the premises or furniture whether heretofore or hereafter levied or assessed or that has been or hereafter is paid, all hereinafter called abatements.

The undersigned irrevocably constitutes and appoints the mortgagee my true and lawful attorney in my name and stead: (a) to collect any and all of the said rents, losses or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, losses or rebates, damages, abatements and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the premises and/or the furniture and/or any part of either; (d) to fill

* Western Pennsylvania National Bank, a corporation chartered under the Banking Laws of the United States of America, with its principal office located in Pittsburgh, Pennsylvania,

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