

FILED
GREENVILLE CO. S. C.

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OLLIE FARNSWORTH
R. M. C.

STATE OF SOUTH CAROLINA)
): ASSIGNMENT OF LEASES AS ADDITIONAL
COUNTY OF GREENVILLE) SECURITY

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS,

(a) The undersigned, Lane Apartments, Inc. (herein called "Mortgagor") is, contemporaneously with the execution and delivery of this instrument of assignment, executing and delivering to Aiken Loan & Security Company (herein called "Mortgagee") a mortgage conveying to Mortgagee certain lands located in the City and County of Greenville, State of South Carolina, to secure an indebtedness in the principal amount of One Hundred Ten Thousand and No/100 (\$110,000.00) Dollars (herein referred to as the "Loan"); and

(b) All or part of the mortgaged premises have been demised by written leases (herein referred to as the "Leases"), which are described on Exhibit "A" attached hereto, made a part hereof and identified by the signature of Mortgagor; and Mortgagee has required the execution and delivery of this instrument of assignment as a condition to its making the Loan and as a part of the security for the repayment thereof.

NOW, THEREFORE, in consideration of the premises, and in order to induce Mortgagee to make the Loan, Mortgagor does hereby grant, bargain, sell, convey, assign, transfer, and set over to Mortgagee, its successors and assigns, the Leases, together with all rights of Mortgagor with respect thereto, and also all rents due and to come due thereunder; subject to, however, and in accordance with, the following terms and conditions:

1. This assignment shall become null and void if and when the Loan shall be paid in full, principal, interest and agreed charges; and, if requested by Mortgagor, Mortgagee will reassign the Leases, without recourse and without warranty or representation of any kind.

2. Mortgagor covenants that it has not heretofore, nor will it hereafter, so long as the Loan or any part thereof remains unpaid, without the written permission of Mortgagee:

- (a) Cancel the Leases;
- (b) Accept a surrender thereof;
- (c) Reduce the rent;
- (d) Modify the Leases in any way, either orally or in writing;
- (e) Grant any concession in connection with the Leases, either orally or in writing;
- (f) Consent to an assignment of the lessees' interest in the Leases, or to a subletting;
- (g) Collect, or accept payment of, rent under the Leases in advance, nor collect or receive rent except at the times and in the amounts specified and provided by the terms of the Leases;

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