

direct each and all of the tenants of the aforesaid premises to pay such rents, as may now be due or shall hereafter become due to the said C. DOUGLAS WILSON & CO., its successors and assigns, upon demand for payment thereof by said C. DOUGLAS WILSON & CO., its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the indebtedness secured by the mortgage herein mentioned, or default in the payment of any other sums secured by said mortgage, or default in meeting the terms and conditions appearing in said mortgage, or offer the filing of a petition as against the party of the first part in receivership, bankruptcy or proceeding in arrangement, whether it be voluntary or involuntary, or upon adjudication of the party of the first part in receivership, bankruptcy or proceeding in arrangement; and until such demand is made, the party of the first part is authorized to collect or continue collecting said rents, issues, profits, revenues, royalties, rights and benefits; but that such privilege to collect or continue collecting, as aforesaid by the party of the first part shall not operate to permit the collection by the party of the first part, his heirs, executors, administrators or assigns, of any installment of rent in advance of the date prescribed in said lease or leases for the payment thereof.

The term of this assignment shall be until the certain note(s) and mortgage(s), or any extension or renewal thereof dated May 13, 1970, made, executed and delivered by MIDDLETON PLACE,

INC. to C. DOUGLAS WILSON & CO., covering the above described property for the sum of TWO HUNDRED SEVENTY FIVE THOUSAND and No/100 (\$275,000.00) Dollars shall have been fully paid and satisfied, or until the expiration of the period of redemption, if any, at which times this assignment is to be fully satisfied, cancelled and released, and the releasing of said mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage above described (or any extension or renewal thereof), and the amounts collected hereunder, less the expenses of collection, if any, shall be applied on account of taxes and assessments on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

It is expressly covenanted and agreed by the undersigned party of the first part, assignor, that at the time of the execution and delivery of this assignment there has been no anticipation or prepayment of any rents by any of the tenants occupying the above described premises or by any of the lessees in any of the above described leases.

It is further covenanted and agreed that the party of the first part, assignor, and his successors and assigns, shall have no

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Assignment from the mortgage June 11, 1970, to the S.S. Williams, # 21173

State of South Carolina
County of Greenville

C. Douglas Wilson & Co. hereby assigns, transfers and sets over to Occidental Life Insurance Company of North Carolina, the within Assignment of Leases, Rents and Profits.

Dated this 17th day of June 1970.

C. Douglas Wilson & Co.

James R. Williams Vice President

*In the presence of
Arthur A. Mac Millan*