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GREENVILLE CO. S. C.

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R. H. C.

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STATE OF SOUTH CAROLINA)
) ASSIGNMENT OF LEASES, RENTS
COUNTY OF GREENVILLE) AND PROFITS

THIS ASSIGNMENT made this 20th day of December 1971, by and between Ewing-Hungiville, a General Partnership consisting of Frank Ewing and J. R. Hungiville, party of the first part (hereinafter called ASSIGNOR) to WACHOVIA REALTY INVESTMENTS, an unincorporated Business Trust organized under the laws of the State of South Carolina, pursuant to a Declaration of Trust dated December 10, 1969, as amended, on file in the office of the Secretary of State of South Carolina, party of the second part (hereinafter called ASSIGNEE).

W I T N E S S E T H:

For value received and as additional security for the loan hereinafter mentioned, the party of the first party hereby sells, transfers and assigns unto ASSIGNEE, its successors and assigns all the right, title and interest of the party of the first part in and to the rents, issues, profits, revenues, royalties, rights and benefits, from the following described property:

(SEE ATTACHED SCHEDULE A)

And to that end the party of the first part hereby assigns and sets over unto the said Assignee, its successors and assigns, all leases of said premises now made, executed or delivered, whether written or verbal, or to be hereafter made as said leases may have been, or may from time to time be hereafter modified, extended and renewed, be the same written or verbal, with all rents, income and profits due and becoming due thereon, including specifically without limiting the generality hereof, the following leases:

All rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing, or hereafter created, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues, and profits.

And the party of the first part does hereby authorize and empower the said Assignee to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby 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 Assignee, upon demand for payment thereof by said Assignee. It is understood and agreed, however, that no such demand shall be made unless

(Continued on next page)

*The Consolidation of Assign of First & Second & Third Ave. West Bk. 1110 of page 560.
New Declaration of Trust, Lease, Rental & Profit for P.E.M. Bk. 1259 page 59*