

CONDITIONAL ASSIGNMENT OF RENTALS

This Agreement, entered into this 21st day of October, 1974

Between Frank L. Outlaw, Jr., James Berry Garrett, Peter Todd Garrett, Preston Eugene Garrett, William Gordon Garrett and Mary Garrett McDannald, Partners, d/b/a Warehouse Investments, A General Partnership

residing at Greenville, South Carolina, Party of the First Part (also hereinafter referred to as OWNER), and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, having its principal office at No. 745 Broad Street, Newark, New Jersey,

Party of the Second Part (also hereinafter referred to as LENDER),

WITNESSETH:

Whereas, Party of the First Part is the present owner in fee simple of property briefly described as Tract at the southeastern corner of the intersection of Bi-Lo Street with Industrial Boulevard near the Town of Mauldin in Greenville County, South Carolina as shown on a plat of the property of Frank L. Outlaw, Jr., et al made by Piedmont Engineers, Architects and Planners dated July 24, 1974 recorded in the RMC Office for said County and State in Plat Book 5-F, pages 84 & 85.

in the State of South Carolina, County of Greenville, and Party of the Second Part is the owner and holder of a first mortgage covering the said premises, which said mortgage is in the original principal sum of One Million One Hundred Sixty Five Thousand and No/100 (\$1,165,000.00) Dollars, made by Frank L. Outlaw, Jr., et al to The Prudential Insurance Company of America under date of October 21st, 1974, and

Whereas, Party of the Second Part, as a condition to ~~extending~~ granting the aforesaid mortgage loan, has required the execution of this assignment of the rentals of the mortgaged premises by Party of the First Part:

Now, Therefore, in order further to secure the payment of the indebtedness of Owner to Lender, and in consideration of the ~~extending~~ making of the loan represented by the aforesaid mortgage and the note secured thereby, and in further consideration of the sum of One Dollar paid by Lender to Owner, the receipt of which is hereby acknowledged, Owner does hereby sell, assign, transfer, and set over unto Lender all of the rents, issues and profits of the aforesaid mortgaged premises, this assignment to become operative upon any default being made by Owner under the terms of the aforesaid mortgage or the note secured thereby, and to remain in full force and effect so long as any default continues to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the aforesaid mortgage or the note secured thereby.

1. In furtherance of the foregoing assignment, Owner hereby authorizes Lender, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the mortgaged premises and to collect, in the name of Owner or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said or any other default: and to this end, Owner further agrees that he will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, execute a written notice to each tenant directing the tenant to pay rent to Lender.

2. Owner also hereby authorizes Lender upon such entry, at its option, to take over and assume the management, operation and maintenance of the said mortgaged premises and to perform all acts necessary and proper and to expend such sums out of the income of the mortgaged premises as may be needful in connection therewith, in the same manner and to the same extent as Owner theretofore might do, including the right to effect new leases.

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