

AUG 13 10 CO M '75

DONNIE S. TANKERSLEY  
R.H.C.

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ASSIGNMENT OF RENTS AND LEASES

WHEREAS, the undersigned (is) (are) indebted to Fidelity Federal Savings & Loan Association, Greenville, S. C., in the sum of One Hundred, Fifteen Thousand and no/100 - - - - - (\$ 115,000.00 ) Dollars, as evidenced by note of even date herewith secured by a mortgage also of even date herewith, encumbering certain real estate located at 1211 S. Pleasantburg Drive, Greenville, S. C.

County of Greenville, State of South Carolina, as more particularly described in said mortgage and desire (s) to further secure said indebtedness by assignment of the rents, income, profits, etc. of said properties mortgaged as aforesaid, now, therefore,

FOR VALUE RECEIVED and as additional security for the indebtedness above mentioned, the undersigned hereby sell (s), transfer (s), assign (s) and set (s) over unto Fidelity Federal Savings & Loan Association, Greenville, S.C. Its successors and assigns, all the right, title and interest of the undersigned in and to the rents, issues, profits, revenues, royalties, rights and benefits from the property described in said mortgage together with all leases of said premises now or to be hereafter made, executed and delivered, be the same written or verbal.

In the event that at any time the payment of the installments provided for in the note and mortgage above mentioned become in arrears, in accordance with the terms of said note and mortgage, the undersigned do(es) hereby authorize the said Association, its successors and assigns, to collect the said rents, issues, profits, revenues, rights and benefits as they shall become due, and do(es) hereby direct each and all of the tenants of the aforesaid premises to pay such rents to Fidelity Federal Savings & Loan Association, Greenville, S. C. upon demand for payment thereof by said Fidelity Federal Savings & Loan Association, it being understood and agreed, however, that until such demand is made the undersigned (is) (are) authorized to collect, or continue collecting, said rents, issues, profits, revenues, rights and benefits, in the same manner as if this agreement did not exist. The term of this assignment shall be until said note and mortgage, above described, made, executed and delivered by the undersigned to Fidelity Federal Savings & Loan Association, Greenville, S. C., shall have been fully paid and satisfied, at which time this assignment is to be fully satisfied, cancelled and released, and the satisfaction of the aforesaid mortgage shall constitute a release and satisfaction hereof.

This assignment is given as additional security for the above mentioned note and mortgage and the amounts collected hereunder, less the expenses of collection, if any, shall be applied against the outstanding indebtedness due on said note and mortgage.

Nothing herein contained shall be construed as making Fidelity Federal Savings & Loan Association, a mortgagee in possession, nor shall said Association be liable for laches, or failure to collect said rents, issues, profits, revenues, rights, and benefits, and it is understood that said Association is to account only for such sums as it may actually collect.

It is understood and agreed that neither the existence of this assignment nor the exercise of its privilege to collect said rents, issues, profits, revenues, rights and benefits, hereunder, shall be construed as a waiver by Fidelity Federal Savings & Loan Association, Greenville, S. C., of its rights to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the note and mortgage above mentioned for which this assignment is given as additional security.

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